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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)**

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1800 workers

**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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1 **ARTICLE I - RECOGNITION**

2
3 The School Board of Sarasota County, Florida, recognizes the Sarasota Classified/Teachers Association, hereinafter
4 referred to as the Union, as the exclusive bargaining representative of the employees in the bargaining unit described
5 herein:
6

7 A. Inclusions

8
9 The bargaining unit shall include employees of the Board whose position requires certification including but
10 not limited to Department Chairpersons, Grade Level Chairpersons, Guidance Counselors, Social Workers,
11 Classroom Teachers, Visiting Teachers, Homebound Teachers, Librarians, Media Specialists, Psychologists,
12 all Instructional Specialists, Summer School Teachers, Itinerant Personnel, Experts-in-Field, and Adult and
13 Community Education Teachers. Instructional bargaining unit members' duties must constitute 50% or more of
14 their time at the school level and/or instructional functions other than in administrative or supervisory positions
15 as outlined in Florida Statutes.
16

17 B. Exclusions

18
19 The bargaining unit shall not include Board Members, Superintendent, Assistant Superintendents, Administra-
20 tors, Principals, Executive Directors, Directors, Coordinators, Assistant Directors, Assistant Principals, Project
21 Directors, Supervisors, Program Directors (Vocational Technical), Managers, Managerial Employees, Confi-
22 dential Employees, Classified Employees, Non-Instructional Staff, members of other bargaining units of the
23 Board, all other employees whose position does not require certification, and any other employee paid on the
24 Administrative/Supervisory Salary Schedule or Principal Salary Schedule and directly included in the adminis-
25 trative unit.
26
27

28 **ARTICLE II - DEFINITIONS**

29		
30	ADDRESS	The address of a teacher provided by him/her to the Board.
31		
32	ADMINISTRATOR	An employee of the Board who is excluded from the bargain- 33 ing units and who is paid on an Administrative Salary Sched- 34 ule.
35		
36	BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
37		
38	CAFETERIA PLAN	A Board approved negotiated benefit plan that includes multi- 39 ple options for the teacher.
40		
41	CONTINUOUS SERVICE	Non-interrupted service to the Sarasota County School System 42 from the first day of service to any implementation of this pol- 43 icy. Absence from service by an approved School Board leave 44 shall not be deemed an interruption in continuous service. A 45 teacher who transfers to the classified bargaining unit and then 46 returns to an instructional bargaining unit position will have 47 his/her former time in the instructional bargaining unit apply 48 for seniority purposes providing there was no break in service 49 to the School Board of Sarasota County.
50		
51	COST CENTER	Each individual work site for which the Sarasota County 52 School Board is responsible.
53		
54	DOE	Florida State Department of Education.
55		

1	EMPLOYEE	A member of the instructional bargaining unit who is appointed by the Board to work at a .6 FTE or greater capacity.
2		
3		
4	NORTH COUNTY	Any school or work site located north of North Creek.
5		
6	PARTIES	Includes both the School Board of Sarasota County, Florida and Union (the Sarasota Classified/Teachers Association, SC/TA).
7		
8		
9		
10	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.
11		
12		
13		
14	PDC	Professional Development Center of Sarasota County.
15		
16	PRINCIPAL/DIRECTOR	The chief administrator of a school/cost center or his/her designee.
17		
18		
19	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.
20		
21		
22		
23		
24		
25	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.
26		
27		
28		
29		
30		
31		
32	SENIOR REPRESENTATIVE	The representative as designated by the Union.
33	SOUTH COUNTY	Any school or work site located south of North Creek.
34		
35	SUPERINTENDENT	The Superintendent of Schools or his/her designee.
36		
37	TEACHER	A member of the bargaining unit as defined in Article I unless otherwise indicated.
38		
39		
40	UNION	The Sarasota Classified/Teachers Association (SC/TA).
41		
42	WORKDAY	A duty day of the teacher unless otherwise indicated in the Agreement.
43		
44		
45	WORK YEAR	The regular work year for teachers covered under this contract shall normally be 195 duty days. Specialist's work year shall consist of 220 duty days.
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		

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 that 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.

1 D. Resolution of Impasse

2
3 1. Mediation

4
5 In the event that an impasse is reached by the parties during the course of negotiations, either party may
6 direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the im-
7 passe was reached and a statement as to the nature of the item or items at impasse. Both parties agree to
8 meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by
9 good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dis-
10 pute, either party may request a mediator from PERC. The mediation stage may not be waived except by
11 consent of both the Board and the Union.

12
13 In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not
14 reached, the impasse shall go to a Special Master.

15
16 2. Special Master

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

18
19
20 3. Authorized Committee

21
22 If the Union or the School Board rejects in whole or in part the recommended decision of the Special
23 Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly
24 authorized committee of three neutral parties to hear the parties' positions and resolve the disputed issues.
25 The three neutral parties shall be selected from a list supplied by and consistent with the procedures of the
26 FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the
27 Board and the Union for final ratification.

28
29
30 **ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

31
32 A. Employer Information

33
34 1. The Board agrees to furnish to the Union, in response to reasonable request, all available information
35 concerning the financial resources of the district, including but not limited to annual financial reports and
36 audits, register of certified personnel, tentative budgetary requirements and allocations (including county
37 allocations, Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and
38 membership data, names and addresses of all teachers, salaries paid thereto and educational background,
39 and such other information as will assist the Union in developing and proposing intelligent, accurate, in-
40 formed, and constructive programs on behalf of the teachers and their students together with information
41 which may be necessary for the Union to process any grievance or complaint. If production of copies is
42 required to provide such information, the Union will bear all reasonable expenses.

43
44 2. All rules adopted by the Board shall be distributed to the Union within 30 days of adoption.

45
46 B. Payroll Deduction

47
48 1. A member of the bargaining unit, and only such a member, may present written authorization to the
49 Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effec-
50 tive until the earlier of the two occurrences:

- 51
52 a. Loss of certification by the Union as the bargaining agent for the teachers covered by this contract.
53
54 b. 30 days after written notice of revocation of said authorization by the teacher to the Board and the
55 Union.
56

- 1 2. The Union shall pay to the Board a fee of \$250.00 per year for payroll deduction for Union members. The
2 Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable
3 delays.
- 4
- 5 3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within
6 15 days whenever possible, the provision for half-time deduction at the earliest opportunity, and the pro-
7 vision to take TIGER deductions. The Union, its officers, agents, and members will hold the Board and
8 its agents harmless for the cost and results of any action which may be brought by any of its members,
9 groups of members, or agencies of law with respect to the use of disposition of said funds after they have
10 been transmitted to the Union.
- 11
- 12 4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments
13 levied or attempted to be levied upon its teachers by the Union, its officers, agents, or members.
- 14

15 C. Union Meetings and Activities

- 16
- 17 1. Whenever possible, the Senior Representative or designee shall not be assigned non-teaching duties so as
18 to carry out those responsibilities associated with enforcing this Agreement.
- 19
- 20 2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release
21 time not to exceed five days with pay for contract negotiations.
- 22
- 23 3. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve re-
24 lease time for all bargaining unit members to be provided a contract briefing while they are in a duty
25 status. This will normally be accomplished during the first week of school when students are not in atten-
26 dance or at another mutually agreeable date and time schedule.
- 27
- 28 4. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour no-
29 tification (except in cases of emergency) to the principal/supervisor by the Union representative.
- 30
- 31 5. The Senior Representative or designee shall be allowed to present the views of the organization at any
32 faculty meeting as a last agenda item. The Administration shall make every effort to forward to the Senior
33 Representative any and all agenda items relative to said faculty meeting. Unless an emergency exists no
34 faculty meeting shall be held without 48 hours notice.
- 35

36 D. Union Activities at Work Locations

- 37
- 38 1. Whenever possible the Union representative shall be allowed to conduct Union business throughout the
39 workday other than during instructional time or teacher planning time unless otherwise agreed to by the
40 parties.
- 41
- 42 2. Union representatives shall have access to any cost center for the purpose of enforcing this agreement
43 consistent with applicable statutes.
- 44
- 45 3. The Union shall have access to internal mail distribution within buildings as provided by the principal or
46 director of the respective cost center. Public address systems and other means of communication which
47 are available within the cost center may be utilized by the Union for purposes of announcements provided
48 that all announcements are first reviewed by the appropriate administrator.
- 49

50 E. Inter-School Mail

51

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

56

1 F. Time for Union Representatives

- 2
- 3 1. Whenever possible, the Senior Representative or designee will be relieved from homeroom duties. The
- 4 building administrator shall have the right to assign an alternate teacher or paraprofessional to the home-
- 5 room duty without recourse to the grievance procedure.
- 6
- 7 2. The SC/TA will be allocated a total of 100 days per semester of Board-paid released time for either in-
- 8 structional or classified bargaining units. The SC/TA may allocate those days at their discretion.
- 9

10 Should the SC/TA exceed the 100 days, they will reimburse the Board for all additional days at the ap-

11 propriate substitute's rate of pay. These days may be used at the SC/TA's discretion.

12

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

14

15 G. BBS and Computer Access

- 16
- 17 1. The Employer shall provide access to the Board's BBS to the Union as a means of communications with
- 18 the employees.
- 19
- 20 2. The Employer agrees to provide access to a computer and the BBS for the senior Union representative at
- 21 each work site.
- 22

23 H. Bulletin Boards

24

25 The Employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and

26 teacher cafeterias for the purpose of posting Union information.

27

28 I. New Teacher Orientation

29

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

31

32 J. Information from the Board

- 33
- 34 1. The Board shall provide on a regular basis to the Union, lists of vacancies and additions from the bargain-
- 35 ing unit including Board minutes.
- 36
- 37 2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.
- 38

39 K. Parking

40

41 Employee parking shall take precedence over student parking and shall be in an area as close to the school en-

42 trance as possible.

43

44 L. Right to Representation

- 45
- 46 1. No disciplinary action may result from a meeting between a teacher and his/her supervisor and/or other
- 47 management official unless the teacher is advised that such a meeting is for the purpose of discussing dis-
- 48 cipline or potential discipline, and the teacher is allowed Union representation if s/he so desires. If a re-
- 49 quest for representation is made, it shall be honored.
- 50
- 51 2. The Union has the right to be present at any meeting of the Employer and teacher if that meeting is for the
- 52 purpose of discussing teacher competency.
- 53
- 54 3. The Union retains the right to represent all teachers of the bargaining unit consistent with applicable stat-
- 55 utes.
- 56

1 4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least 24 hours in ad-
2 vance of said meeting except in cases of emergency, and no meeting shall be held unless the time and
3 date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a
4 real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter
5 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24
6 hours after the knowledge of the parties of such incident.
7

8 M. Committee Appointments

9
10 When the Board or Administration establishes district-wide committees requiring the participation of instruc-
11 tional bargaining unit members, such members shall be chosen by the Union. Textbook committees are ex-
12 empted from this provision.
13

14 N. Exclusivity Clause

15
16 Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meet-
17 ings, distribute Union literature, and have access to the public address system, school grounds, and buildings
18 for Union purposes.
19

20 O. Subcontracting

21
22 Work normally performed by bargaining unit members will not be subcontracted if the contracting out of such
23 work jeopardizes, eliminates, or reduces the work force of the bargaining unit.
24

25
26 **ARTICLE V - TEACHER RIGHTS**
27

28 A. Consistent with Florida Statutes, Chapter 447, each teacher of the bargaining unit has the right, freely and
29 without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity; and
30 each teacher shall be protected in the exercise of this right. The Employer agrees that the right to assist the Un-
31 ion extends to participation in the management of the Union and acting for the Union in the capacity of Union
32 representative, including presentation of its view to officials of the Governor, the Legislature, or other appro-
33 priate authority. The Employer shall take the action required to assure that teachers in the bargaining unit are
34 apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is
35 practiced by the Employer to encourage or discourage membership in the Union.
36

37 B. Consistent with applicable statutes, a teacher's off-the-job conduct shall not result in disciplinary action, unless
38 such conduct impairs his/her effectiveness as a teacher. Moreover, the Employer recognizes the right of a duly
39 recognized Union representative to express the views of the Union provided they are identified as Union views.
40

41 The personal life of a teacher is normally not an appropriate concern of the Board. However, in certain circum-
42 stances, his/her personal conduct may be deemed to affect the proper performance of his/her assigned functions
43 during the work day.
44

45 C. No teacher shall have disciplinary action taken against him/her because of debt complaint, and the Employer
46 shall not assist the creditor in collecting the debt, unless required by applicable state and/or federal statutes.
47

48 D. Teacher participation in charitable drives and activities is voluntary. Solicitations may be made, but no pres-
49 sure shall be brought to bear to require such participation.
50

51 E. All School Board Rules and policies shall be uniformly administered throughout the bargaining unit.
52

53 F. Teachers shall not be subjected to personnel practices which are prohibited or in conflict with School Board
54 Rules or policies.
55
56

- 1 G. Annual Contract teachers will be granted a Professional Service Contract after three years of satisfactory per-
2 formance. Consistent with applicable statutes Annual Contract status can be extended to a fourth year.
3
4 H.
5
6 1. Teachers shall not be required to attend any meetings after the normal workday other than normally
7 scheduled faculty meetings, parent-teacher conference meetings, and open house.
8
9 2. Teachers shall not be required to participate in any activities beyond the normal workday other than on a
10 voluntary basis.
11
12 I. Teachers shall not transport students except in accordance with School Board Rules.
13
14 J. Except in emergency circumstances, administrators shall not discipline teachers in the presence of students,
15 parents, other faculty, or staff members.
16
17 K.
18
19 1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida
20 Statutes, Chapter 231.291. Any teacher who is recommended for suspension or termination during the pe-
21 riod of contract shall be afforded due process in accordance with State Statutes.
22
23 2. If a suspension or termination is deemed necessary because of threat of harm or for the teacher's own
24 safety or the safety of others, or for other good reason, s/he shall be suspended with pay until the griev-
25 ance and arbitration process has been completed and a final decision has been rendered. The Board re-
26 serves the right to temporarily reassign teachers from their current work assignment during the pendency
27 of the grievance and arbitration process.
28
29 L. Teachers hereby retain and reserve all rights, duties, authority and responsibility conferred upon and vested in
30 them by the Laws, Constitution of the State of Florida, and DOE Regulations.
31
32 M. All teachers who participate at their own cost, and primarily on their own time in the production of tapes, pub-
33 lications, or other produced educational material shall retain residual rights should they be copyrighted or sold
34 by the Board.
35
36 N. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Pro-
37 fessional Service Contract upon his/her request to the Personnel Office.
38
39 O. Teachers with elementary school-aged children will be considered to be in a hardship position and will there-
40 fore be eligible for an automatic supervision hardship reassignment of their children to their parent's elemen-
41 tary school work site.
42
43 P. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law
44 enforcement officials. In such cases, the Board will bear the cost of all such testing. This does not include the
45 fingerprinting of new employees.
46
47

48 **ARTICLE VI - MANAGEMENT RIGHTS**

49

- 50 A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole dis-
51 cretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with
52 Federal and State Laws on all of the following matters:
53
54 1. to manage the school system and to exercise sole, exclusive control and discretion over the organization
55 of the Board and of the Sarasota County School System and the operations thereof.
56

- 1 2. to determine the purpose and functions of the Board and its constituent agencies, divisions and depart-
2 ments.
- 3
- 4 3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regula-
5 tions of the State Board of Education and by State Law.
- 6
- 7 4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed neces-
8 sary for the efficient operation and general improvement of the Board's school system and to subcontract
9 such operations and services to the extent deemed practical and feasible to the Board.
- 10
- 11 5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota
12 County School System and to subcontract such operations and services to the extent deemed practical and
13 feasible to the Board.
- 14
- 15 6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Edu-
16 cation for all schools.
- 17
- 18 7. to determine and re-determine job content.
- 19
- 20 8. to decide the number, location, design, and maintenance of its schools, departments and facilities, sup-
21 plies and equipment.
- 22
- 23 9. to determine the qualifications of all teachers of the Board, to select, hire, lay off, assign, transfer, pro-
24 mote, demote, and direct all teachers of the Board consistent with this Agreement.
- 25
- 26 10. to discharge and suspend any teachers of the Board and to take other disciplinary action against such
27 teachers for cause and to relieve such teachers from duty because of lack of work or for other legitimate
28 reasons.
- 29
- 30 11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the ex-
31 press provisions of this Agreement or applicable law, as it may from time to time deem best for the pur-
32 pose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given
33 the Union and the teachers. Compliance therewith by the teacher shall thereafter be required unless and
34 until rescinded or amended by the Board.
- 35
- 36 12. to exercise other rights to manage the school system and the educational processes which are not recited
37 in or expressly limited by this Agreement.
- 38
- 39 B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are
40 retained and may be exercised without prior notice to or consultation with the Union except as expressly
41 abridged, limited, or modified by the written terms of this Agreement.
- 42
- 43 C. The Board has the sole, exclusive right to direct the managerial supervisory, administrative personnel, and any
44 other person not covered by this Agreement to perform any task in connection with the operation of the school
45 system, whether or not performed by the teachers within the bargaining unit.
- 46
- 47 D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon
48 and vested in it by Laws and Constitution of the State of Florida.
- 49
- 50 E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or
51 potential danger to an entire school center, he may so notify the Union and permit the Union to meet with the
52 Administration to discuss the problem.
- 53
- 54 F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any
55 teacher to submit to a physical or psychiatric examination or test to determine that teacher's fitness for em-
56 ployment. The cost of such examination or test required by the Board shall be paid by the Board. The teacher

1 reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the
2 Board to conduct such tests. The teacher may also submit written results of other examinations or tests admin-
3 istered by a physician, psychologist, or psychiatrist of the teacher's choice, performed at the teacher's expense
4 within 21 days after receiving notice from the Board that such exam or testing is required. The results of such
5 examinations or tests shall be considered along with the results of required examinations or tests. A determina-
6 tion resulting from any such examination or test that the teacher is not fit to perform all of the material duties
7 of his/her position shall be considered one of the grounds constituting just cause for the termination of that
8 teacher's employment. If the Board requires any teacher to submit to any such examination or testing, the re-
9 quirement must be presented to the teacher in writing, and the written requirements shall state the reason that
10 the examination or test is being required. The failure or refusal of any teacher to submit to justifiable Board re-
11 quests for testing may be considered one of the grounds constituting just cause for the termination of employ-
12 ment. Any and all examinations conducted as a result of this Section F shall be confidential in nature and shall
13 not be released except on those occasions as required by Florida Statutes.
14

15
16 **ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT**
17

- 18 A. The parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and
19 conditions of employment have been altered or changed within the confines of this Agreement.
20
21 B. The principal shall consult with the building Senior Representative prior to implementation of any change by
22 the principal in past practices at a school.
23

24
25 **ARTICLE VIII - FAIR PRACTICES**
26

- 27 A. There shall be no discrimination against teachers because of race, creed, color, age, sex, handicap, marital
28 status, national origin, religious and political belief or activity, or religious activities outside the school day and
29 school premises.
30
31 B. The Board shall not discriminate against teachers because of membership in the Union.
32
33 C. Teachers covered by this Agreement shall have the protection of all the rights to which they are entitled by the
34 Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and
35 DOE policies and regulations.
36
37 D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes
38 on non-discrimination on the basis of religion, race, national origin, color, sex, or handicap.
39

40
41 **ARTICLE IX - TEACHER DUTY DAY**
42

- 43 A. General Guidelines
44

45 A teacher's duty day shall be the equivalent of instructional and non-instructional minutes per day in a particu-
46 lar school. Each school or work site may establish its own teacher duty day schedule consistent with the terms
47 of this Article. Should any school desire to change the length of its teacher duty day or to incorporate a provi-
48 sion which is not consistent with this Article, it may do so by following the procedures outlined in Article
49 XXIV, Section E of this Agreement.
50

51 A teacher's duty day shall be the equivalent of instructional and non-instructional minutes per day in a particu-
52 lar school.
53

- 54 1. All full time teachers shall have a duty free lunch period of not less than 30 minutes.
55

- 1 2. Teachers agree to meet the requests for assistance or conferences initiated by students or parents that re-
2 quire time outside the regularly prescribed duty day. Such meetings shall be arranged by the teacher at the
3 earliest convenience of the parties involved.
- 4
- 5 3. The regular duty day can be extended for as long as needed in emergencies which threaten the health or
6 safety of students.
- 7
- 8 4. Attendance at faculty meetings may be required by the Principal provided:
9
 - 10 a. two days advance notice is given,
 - 11 b. there is a prepared agenda,
 - 12 c. the meeting is directed to substantially all faculty members present, and
 - 13 d. the subject(s) of the meeting could not be effectively and readily presented through bulletins or
14 memoranda.
- 15
- 16 5. All teachers shall be provided planning time as outlined in Sections C, D, E, and F of this article.
- 17
- 18
- 19
- 20

21 B. Part Time Teachers

- 22
- 23 1. All teaching units will be either full time or .6 FTE. Other than in the case of Adult and Community Edu-
24 cation teachers, no fractional units other than .6 FTE will be permitted.
- 25
- 26 2. .6 FTE teachers will work a normal work day of three periods of instruction.
- 27
- 28 3. Each one period of instruction will be the equivalent of one clock hour which will be equated to .2 FTE
29 per hour.
- 30
- 31 4. Teachers instructing for two periods of a block schedule (e.g., high schools) will be considered to be .6
32 FTE employees.
- 33
- 34 5. For teachers in the Adult and Community Education program only, .6 FTE teachers will work 18 hours
35 per normal work week.
- 36
- 37 6. All .6 FTE teachers will receive benefits in a manner consistent with other appointed instructional em-
38 ployees.
- 39

40 C. Elementary Schools

- 41
- 42 1. The normal elementary instructional assignment (teaching that requires preparation, instruction, and
43 evaluation) will be 300 minutes, but in no event will it exceed 330 minutes per day. Reasonable efforts
44 shall be made to build elementary schedules to accommodate 300 minutes of instructional assignments.
- 45
- 46 2. In making instructional assignments which exceed 300 minutes per day, the Principal shall consider the
47 following criteria:
48
 - 49 a. instructional assignments that exceed 300 minutes will be corrected at the first reasonable opportu-
50 nity that does not unnecessarily disrupt student schedules.
 - 51
 - 52 b. when instructional assignments that exceed 300 minutes per day must be carried into a succeeding
53 year, such instructional assignments will be rotated to different teachers where possible.
 - 54
- 55 3. The combination of instructional and non-instructional duties shall not exceed 330 minutes per day.
- 56

- 1 4. Teachers may use the time during which their students are under the direction of special area personnel
2 for planning and/or conference. Notwithstanding the foregoing, teachers shall have a minimum of 225
3 minutes per week of uninterrupted planning time. Teachers who have more than 225 minutes per week of
4 planning time may be assigned additional, reasonably related duties. To the greatest extent possible
5 within existing resources, this planning time will be scheduled during the student day.
6

7 D. Middle Schools
8

- 9 1. The normal middle school instructional assignment (teaching that requires preparation, instruction, and
10 evaluation) will be no less than 250 minutes, but in no event will it exceed 300 minutes per day.
11
12 2. The normal middle school day (block schedule) will allow teachers a duty free lunch of not less than 30
13 minutes and a planning/conference of 70 to 95 minutes per day on the average. Reasonable efforts will be
14 made to build middle school schedules to accommodate the stated lunch and planning/conference times.
15 In making a middle school block schedule which is less than stated above, the principal will meet with the
16 Faculty Council to discuss and receive recommendations about appropriate changes.
17
18 3. Instructional and planning time will range from 320 minutes to 395 minutes per day. The remaining time
19 will be assigned at the discretion of the principal. Under no circumstances shall the duty day exceed 420
20 minutes per day.
21

22 E. High Schools
23

- 24 1. The normal secondary instructional assignment (teaching that requires preparation, instruction, and
25 evaluation) will be 250 minutes, but in no event will it exceed 300 minutes per day. Reasonable effort
26 will be made to build master schedules designed to accommodate 250 minutes of instructional assign-
27 ments with no more than three course preparations.
28
29 2. The high school teacher shall be provided a minimum of one uninterrupted planning period per day. In
30 the event planning time is scheduled at the end of the student day, the staff at any work site may choose
31 to allow high school teachers to do their daily planning elsewhere, in lieu of a within school uninterrupted
32 planning period following the procedures as outlined in Article XXIV, Section E, Participatory Manage-
33 ment. (This does not preclude the staff from seeking other waivers pursuant to Article XXIV, Section E.)
34
35 3. In making instructional assignments which exceed 250 minutes per day, the principal shall consider the
36 following criteria:
37
38 a. voluntary requests to carry an additional instructional assignment,
39
40 b. established course offerings cannot be provided to enrolled students without such extra instructional
41 assignment,
42
43 c. required extra instructional assignments will be corrected at first semester break,
44
45 d. required extra instructional assignments that cannot be corrected at semester breaks will be rotated
46 where possible to different teachers.
47
48 4. The combination of instructional and non-instructional duty shall not exceed 300 minutes per day. In ad-
49 dition, teachers may be assigned a homeroom period not to exceed ten minutes.
50

51 F. Vocational School
52

53 The schedule of vocational teachers shall adhere to the high school standards except where federal require-
54 ments, state requirements, licensing requirements, and/or special student need prohibit compliance. In such ar-
55 eas, the instructional assignments shall not exceed a weekly average of 330 minutes per day.
56

1 **ARTICLE X - PROFESSIONAL DEVELOPMENT CENTER**

2
3 A. Function/Purpose

- 4
5 1. A Professional Development Center, which is established by the Board, shall operate in accordance with
6 Florida Statutes. The purpose of the Professional Development System is to promote the professional
7 growth of instructional personnel by linking and aligning in-service activities with student and instruc-
8 tional personnel needs as determined by school improvement plans, annual school reports, student
9 achievement data, performance appraisal data of teachers, and teacher input.

10
11 B. The School Board shall require each instructional employee to establish and maintain an individual profes-
12 sional development plan. The plan shall include the following components:

- 13
14 1. be related to specific performance data for the students to whom the teacher is assigned,
15
16 2. define the in-service objectives and specific measurable improvements expected in student performance
17 as a result of the in-service activity, and
18
19 3. include an evaluation component that determines the effectiveness of the professional development plan.

20
21 C. Professional Development Activities

22
23 Professional development activities shall be in accordance with the following procedures:

- 24
25 1. Voluntary in-service training shall be based upon and developed from needs as determined by school im-
26 provement plans, annual school reports, student achievement data, performance appraisal data of teach-
27 ers, and teacher input.
28
29 2. When the Board or administration determines that involuntary in-service training is necessary, the follow-
30 ing criteria shall be employed:
31
32 a. A training component including the purposes, type of participants, length of training, type and na-
33 ture of credit (if any) being offered, specific objectives, and evaluation procedures which shall in-
34 clude pre- and post-assessments shall be developed for in-service education. Participants meeting
35 criteria for mastery on the pre-assessment shall be excused from the mandated training.
36
37 b. When possible, at least one alternative training time may be made available for participants.
38
39 c. Mandated in-service training will occur only during the normal teacher duty day unless the activity
40 was stipulated as a specific condition of employment prior to the teacher's annual contract.
41
42 d. In-service professional improvement activities may be scheduled on professional duty days; how-
43 ever, the principal and administration shall reserve one-half day for records keeping by teachers on
44 those professional duty days scheduled at the end of grade reporting periods. Other activities may be
45 scheduled for those teachers who indicate they do not need the one-half day for records keeping.
46
47 3. Substitutes may be provided, as available, for classroom teachers attending approved professional devel-
48 opment activities during days in which school is in session.
49
50 4. Teachers will receive expenses and per diem reimbursement for all required out-of-county approved profes-
51 sional development activities. Teachers attending approved but not required out-of-county professional
52 improvement activities, will also receive expenses and per diem unless otherwise agreed to by the
53 teacher, in advance.
54

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 management 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 professional 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 implementation 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 provided 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 considered to be on Level 1 of the TPAS.

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- 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.

- 1 c. The period of service (to receive a PSC) provided herein may be extended to 4 years when pre-
2 scribed by the school board and agreed to in writing by the teacher at the time of reappointment.
3
- 4 d. A teacher successfully completing the service requirements outlined in Florida Statute, who holds
5 professional certificate, and who successfully completes all of the requirements of the Level 1 Pro-
6 gram described above will be recommended by the superintendent for a professional service con-
7 tract (PSC).
8
- 9 e. Teachers who have been evaluated as less than satisfactory may be required to participate in specific
10 professional development programs as part of a Performance Improvement Plan.
11
- 12 f. All Level 1 teachers will be expected to have demonstrated satisfactory performance in all Compe-
13 tencies within all the Dimension areas outlined in Appendix D, prior to the recommendation for a
14 Professional Services Contract (PSC). Upon successful demonstration of all the required Competen-
15 cies, the Annual Contract teacher will be recommended for PSC as soon as his/her service require-
16 ments have been met
17
- 18 g. Should a third or fourth year annual contract Level 1 teacher receive an "Unsatisfactory" rating in a
19 Dimension Area from his/her building level administrator on the Fall annual TPAS evaluation, the
20 teacher will have the right to obtain an independent second opinion. That opinion will be rendered
21 following observations made by an independent evaluator. That evaluator will be mutually agreed
22 upon by the parties and selected from a listing of independent evaluators previously agreed to by the
23 parties. Should the principal and independent evaluator agree, the principal's rating will be sus-
24 tained. Should they not agree, a second independent evaluator will be chosen in a like fashion. The
25 second independent evaluator will make observation(s) of the teacher. Following the final observa-
26 tion, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be
27 made based upon the majority opinion of the three evaluators.
28
- 29 h. Any independent evaluator should be free from any influence from either party to this Agreement
30 and as such should engage in no ex parte communications with any of the parties prior to rendering
31 his/her decision.
32
- 33 i. Should a third or fourth year, Level 1 teacher receive an overall rating of "Unsatisfactory" on the
34 Fall annual TPAS evaluation, the teacher will be notified that s/he will be placed on performance
35 probation for 90 calendar days following receipt of the notice of unsatisfactory performance. An
36 Educator Support Panel (ESP) will be convened (as described in paragraph E[2] below). After con-
37 sidering input from both the teacher and the building level administrator, the ESP will develop
38 through consensus, a Performance Improvement Plan (PIP) for that teacher. The teacher will have
39 90 calendar days following the receipt of the notice of unsatisfactory performance. The teacher will
40 be evaluated within 14 days after the close of the 90 calendar days by three evaluators consisting of
41 the principal and two independent evaluators. The decision of a "Satisfactory" or "Unsatisfactory"
42 rating shall be based on the majority opinion of the three evaluators.
43
- 44 j. By mutual agreement (at any time during the school year), the teacher and principal may agree to
45 develop a PIP prior to the teacher receiving an "Unsatisfactory" or "Needs Improvement" rating on
46 the Annual Appraisal Form.
47
- 48 k. A teacher's performance on the PIP will be reviewed by a person selected by the Superintendent of
49 Schools and the President of the SC/TA. A teacher's overall success or failure on a PIP will be de-
50 termined by that person.
51
- 52 l. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency
53 is not subject to the grievance and arbitration process.
54
55

1 D. Level 2 Teachers

- 2
- 3 1. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a
- 4 Level 2 teacher.
- 5
- 6 2. Any Level 2 teacher will be considered to possess all competencies required of Level 1 teachers unless
- 7 they receive an overall rating of unsatisfactory by the building level administrator as documented by us-
- 8 ing the appropriate Level 1 forms and procedures. Such forms will document the areas of alleged defi-
- 9 ciency.
- 10
- 11 3. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing con-
- 12 tact for a professional service contract in the same district.
- 13
- 14 4. Prior to the first formal observation of the teacher, s/he shall be familiarized with the FPMS appraisal in-
- 15 struments, forms and procedures.
- 16
- 17 5. Should a Level 2 teacher receive an unsatisfactory rating in a Dimension Area from his/her building level
- 18 administrator, the teacher will have the right to obtain an independent second opinion. That opinion will
- 19 be rendered following observations made by an independent evaluator. That evaluator will be mutually
- 20 agreed upon by the parties and selected from a listing of independent evaluators previously agreed to by
- 21 the parties. Should the principal and independent evaluator agree, the principal's rating will be sustained.
- 22 Should they not agree, a second independent evaluator will be chosen in a like fashion. The second inde-
- 23 pendent evaluator will make an observation(s) of the teacher. If the second evaluator does not agree with
- 24 the decision of the first, a third evaluator will be selected in a like fashion. Following the final observa-
- 25 tion, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be made
- 26 based upon the majority opinion of the three evaluators.
- 27
- 28 6. Any independent evaluator should be free from any influence from either party to this Agreement and
- 29 should engage in no ex parte communications with any of the parties prior to rendering his/her decision.
- 30
- 31 7. Following a sustained rating of unsatisfactory, the teacher will be placed back into Level 1 of the TPAS.
- 32
- 33 8. An employee notified of unsatisfactory performance may request an opportunity to be considered for a
- 34 transfer to another appropriate position, with a different supervising administrator, for the subsequent
- 35 year of employment.
- 36
- 37 9. Should the independent evaluator uphold the building administrator's recommendation of an unsatisfac-
- 38 tory rating, an Educator Support Panel (ESP) will be convened (as described in paragraph E[2] below).
- 39 After considering input from both the teacher and building administrator, the Educator Support Panel will
- 40 develop through consensus, a Performance Improvement Plan (PIP) for that teacher. That PIP will serve
- 41 as the improvement plan required under the statutory NEAT/Performance Probation process. Only those
- 42 competency areas in which the teacher was noted to be performing in an unsatisfactory manner (and con-
- 43 curred on by the independent evaluator) will be reflected in that teacher's PIP or NEAT/Performance
- 44 Probation process.
- 45
- 46 10. Teachers who have been evaluated as less than satisfactory may be required to participate in specific pro-
- 47 fessional development programs as part of a Performance Improvement Plan.
- 48
- 49 11. Any proposed NEAT process for a Continuing Contract (CC) teacher must be finalized no later than
- 50 April 1 prior to the close of the school year prior to its implementation. A NEAT process will have a du-
- 51 ration of no less than one full school year. The ESP will have the final say in resolving any disputes on
- 52 the PIP as described within this section. The NEAT process will be evaluated by the principal and two in-
- 53 dependent evaluators. The success or failure of a NEAT process will be determined by a majority deci-
- 54 sion of the three evaluators.
- 55

- 1 12. Any proposed Performance Probation process for a Professional Services Contract (PSC) teacher must be
2 finalized no later than six weeks prior to the close of the school year. The teacher will be notified in writ-
3 ing that he/she will be placed on performance probation for 90 calendar days following the receipt of the
4 notice of unsatisfactory performance. The PSC teacher will be placed back on Level I and assigned a Per-
5 formance Improvement Plan written and approved by an Educator Support Panel (ESP). The teacher will
6 be evaluated within 14 days after the close of the 90 calendar days by three evaluators consisting of the
7 principal and two independent evaluators. The decision of a satisfactory or unsatisfactory rating shall be
8 based on the majority opinion of the three evaluators.
9
- 10 13. Any PIP or NEAT process will be evaluated by the principal and two independent evaluators (as selected
11 by the President of the SC/TA and the Superintendent of Schools). The success or failure of a PIP or
12 NEAT process will be determined by a majority decision of the three evaluators.
13
- 14 14. Unsuccessful completion of the NEAT/Performance Probation process within the prescribed timelines
15 may constitute grounds for termination for a CC or PSC teacher.
16
- 17 15. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation proc-
18 ess will be subject to the grievance and arbitration process as defined in Article XXIII of this Agreement
19 or a hearing held by the Department of Administrative Hearings (DOAH).
20
- 21 16. Other than for procedural error, the initial evaluation of a Level 2 teacher is not subject to the grievance
22 and arbitration process. All other procedures outlined in this Section are subject to the grievance and arbi-
23 tration process, as described elsewhere in this Agreement.
24

25 E. Educator Assistance Process

- 26 1. This process applies to Level 2 teachers who have received an unsatisfactory rating on their respective
27 evaluation forms and/or have failed to master a given dimension.
28
- 29 2. A panel, hereafter referred to as an Educator Support Panel, will be formed which will consist of one
30 teacher, one building level administrator and one independent educator. Each panel will be selected from
31 a pool of specially trained instructional personnel. This pool of employees will be selected by consensus,
32 by the Superintendent and President of the Union. Each panel (constituted as described above) will also
33 be chosen by consensus by the Superintendent and Union President. The members of the respective Edu-
34 cator Support Panel will then select resource persons to assist them in developing and administering the
35 PIP process. No teacher or administrator will serve on a panel for a staff member from their building.
36
37

38 F. Temporary, One Year Contracts

- 39 1. Those teachers who have yet to complete all the required academic course work for certification and en-
40 dorsement (where required by the State) in the subject area(s) they are currently assigned will be issued a
41 temporary, one year contract. All positions held by temporary one year contract teachers will be consid-
42 ered vacant at the close of the school year.
43
- 44 2. All certified or certifiable teachers (those teachers having completed the required academic course work
45 for certification in the subject area[s] they are currently assigned) will be issued the appropriate Profes-
46 sional Services or Annual Contract.
47
48

49 G. NEAT/Performance Probation Process

50 Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties
51 in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida
52 Statutes, Section 231.29, will be afforded a NEAT/Performance Probation process as detailed in Florida Stat-
53 utes, Section 231.36 3(e), prior to any determination of just cause.
54
55

1 H. Evaluation Responsibilities
2
3 The principal may assign responsibility of evaluating selected Continuing Contract and Professional Service
4 Contract teachers to his/her assistant principal(s).
5

6 I. Copies of the Evaluation Report
7
8 If the teacher declines to sign a completed evaluation form, s/he shall, within ten days, provide a signed state-
9 ment either stating his/her intent to seek an independent evaluation as described above or a rebuttal to be at-
10 tached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete evaluation
11 form.
12

13 J. Meetings
14
15 Whenever a teacher is required to appear before the principal, Superintendent or Board for the express purpose
16 of discussing matters that question the teacher's professional or instructional competency, the teacher and the
17 SC/TA shall be given no less than 24 hours written notice of the purpose of such meeting or interview and
18 shall be entitled to have a representative of his/her choice present to represent him/her during such meeting or
19 interview.
20

21
22 **ARTICLE XII - TEACHER CONTRACTS**
23

24 A. Annual Contracts (AC)
25
26 1. All non-certifiable teachers (those teachers who have yet to complete all the required academic course
27 work for certification and endorsement [where required by the State] in the subject area[s] they are cur-
28 rently assigned) will be issued a temporary, one year contract. All positions held by temporary one year
29 contract teachers will be considered vacant at the close of the school year.
30
31 2. All certified or certifiable teachers (those teachers having completed the required academic course work
32 for certification in the subject area[s] they are currently assigned) will be issued a regular Annual Con-
33 tract (AC).
34
35 3. An Annual Contract may be extended to a fourth year when agreed to in writing by the Board and the
36 teacher.
37
38 4. Other than for procedural error, the evaluation or non-renewal of a teacher on the Sarasota County Induc-
39 tion Program (SCIP) is not subject to the grievance and arbitration process.
40
41 5. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency is not
42 subject to the grievance and arbitration process.
43
44 6. If the Professional Improvement Plan (PIP) is successfully completed, non-renewal may not be under-
45 taken for competency reasons.
46

47 B. Continuing Contract (CC)
48
49 1. Any teacher who has Continuing Contract status prior to July 1, 1984, shall be entitled to retain such con-
50 tract and all rights arising therefrom, unless the teacher voluntarily relinquishes his/her Continuing Con-
51 tract.
52
53 2. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a
54 Professional Service Contract upon his/her request to the Human Resources Office.
55

1 C. Professional Service Contract (PSC)

- 2
- 3 1. Annual Contract teachers will be granted a Professional Service Contract (PSC) after three years of satis-
- 4 factory performance. Consistent with applicable statutes, Annual Contract status can be extended to a
- 5 fourth year.
- 6
- 7 2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her
- 8 duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in
- 9 Florida Statutes, Section 231.29, will be afforded a NEAT process as detailed in Article XI, Section C,
- 10 prior to any determination of just cause.
- 11

12 D. Expert-in-Field

13

14 An individual who is a Board appointed employee and who, pursuant to Florida Statutes, is approved by the

15 Board under the category of "Expert-in-Field" will be compensated using the Bachelors lane on the

16 Teacher's Salary Schedule.

17

18

19 **ARTICLE XIII - SELECTION/LATERAL TRANSFERS/PROMOTION**

20

21 A. Voluntary Lateral Transfers

- 22
- 23 1. Lateral transfers of instructional staff will not be allowed within two weeks prior to the first day of school
- 24 attendance for students, unless mutually agreed to by the parties. All position vacancies will be publicly
- 25 posted at the Personnel Office and at each work site county wide. In addition, all position vacancies will
- 26 be listed on the Job Hotline (927-4010). The positions filled after that time shall be filled on a temporary
- 27 basis and will be filled in accordance with those procedures outlined in A2 below, if the position is still
- 28 required.
- 29
- 30 2. All positions created or vacancies filled during the school year and which will be in existence in the com-
- 31 ing school year will be posted for currently employed teachers requesting recall or transfer. Wherever
- 32 possible, these positions will be filled with existing teachers before the conclusion of the prior school year
- 33 using those procedures outlined in Sections B and C, below. Those teachers presently holding the position
- 34 in question who hold an annual contract will be considered surplussed at the conclusion of the school
- 35 year. Any such position not filled with voluntary transfer applicants at this point will be posted county
- 36 wide and filled as described below.
- 37
- 38 3. Position vacancies, other than those described in A2 above, will be posted county wide and filled in a
- 39 manner consistent with that specified elsewhere in this Article.
- 40
- 41 4. Any teacher desiring a transfer may apply provided s/he has the qualifications and certification required
- 42 for the position. All transfer applicants who possess the qualifications and certification for the position in
- 43 question will receive an interview.
- 44
- 45 5. The parties agree that circumstances may exist in the resolution of a problem where a staff member is to
- 46 be placed in a vacant position at any time, through mutual agreement of the parties and the prior knowl-
- 47 edge of the cost center management team. In such case, the procedures in Sections B and C herein will
- 48 not apply.
- 49
- 50 6. All vacant or newly created positions (except as specified above) will be publicly posted for a period of
- 51 no less than five working days, prior to the closing date for applications, unless mutually agreed to by the
- 52 parties. All positions will be publicly posted for five working days throughout the school district in all
- 53 staff lounges, on the Internet, and on the School Board's automated telephone job hotline. In the period
- 54 from ten days prior to the first day of school, all postings will be of three days duration.
- 55

1 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
 2 are arrived at through a process which involves the staff with whom the individual so recommended will be
 3 working. The working relationships within cost centers are vital to meeting the educational goals of the District;
 4 therefore, broad participation by staff in developing such recommendations should be achieved whenever
 5 possible. In Cost Centers which have had an approved shared decision making model of governance, the following
 6 procedures for selection and lateral transfer of staff will apply unless a waiver of this Section has been
 7 granted by the parties to this Agreement.
 8
 9

- 10 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
 11 any posting of a staff vacancy in the cost center; (b) establish a procedure for screening applications for
 12 each such vacancy, with such procedure to provide for the participation of staff from the cost center administration,
 13 grade level, department, or team of the vacancy; (c) establish an interview procedure for each such vacancy,
 14 with such procedure to provide for the participation of staff from the cost center administration, grade level,
 15 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.
 16
 17
- 18 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.
 19
 20
 21
 22
 23
 24
 25
 26
 27
- 28 3. Seniority to Govern 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.
 29
 30
 31
 32

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

34 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:

Factor	Maximum Point Value
Years of service as a teacher in the Sarasota County Schools	10 points per year (1 per month)
Experience in the field of the vacancy in the Sarasota County Schools	4 points per year (.4 per month)
Recency of experience in the Sarasota County Schools in the field in which the vacancy exists	Past 5 years=3 per year Prior 6-10 years=2 per year Before that, 1 point per year
Degree Status	Masters=10 points Specialist=20 points Doctorate=30 points

1 Said vacancy will be offered for lateral transfer to each staff member, in turn, with the highest number of
2 points until the vacancy is filled.

3
4 Ties will be broken by the procedures outlined in Article XIV, Reduction in Force, Section C, Date of
5 Hire.

- 6
7 2. Appeal of Voluntary Transfer Determination: If, in the judgment of the Cost Center Head, the staff mem-
8 ber selected under this process for lateral transfer is not qualified for the position, s/he shall provide a
9 written justification to the Superintendent of Schools. The Superintendent shall refer the justification to
10 the SC/TA President for his/her concurrence. If the Superintendent and President do not agree, the matter
11 will be presented for final determination to a neutral third party, mutually selected by the Superintendent
12 and President.

13
14 D. Involuntary Reassignments Within a School

15
16 The principal may make reassignments within a school or center in accordance with Florida Statutes. Princi-
17 pals will survey their staff by March 1 of a given school year to determine their subject area/grade level prefer-
18 ences for the following school year. When a teacher is reassigned, s/he may request that the reason for such re-
19 assignment be provided in writing by the principal. The teacher so reassigned shall have the opportunity to
20 meet with the appropriate Director of Elementary or Secondary Education and a representative of his/her
21 choice to discuss the need and desirability of such a reassignment. If this meeting does not lead to a resolution
22 in a manner acceptable to the teacher, s/he shall have the opportunity to meet with the Superintendent. No
23 teacher will be involuntarily reassigned within the building by the administration into a subject area assignment
24 for which s/he is not certified.

25
26 E. Surplussing Between Schools

- 27
28 1. Surplussing from a school or center necessitated by such factors as budget requirements, changes in stu-
29 dent population, or changes in programs, shall be specifically recommended by the principal. Such trans-
30 fer shall be subject to the approval of the Superintendent. The transfer shall be in inverse order of senior-
31 ity, except where such application of seniority would be injurious to the instructional program.
- 32
33 2. Whenever a relative in the same cost center as another is promoted or transferred to an administrative po-
34 sition, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers
35 to another position. The teacher will be considered to be surplussed and, as such, will be placed in a man-
36 ner described in Article XV of the Agreement. Specifically, no two relatives shall be allowed to remain in
37 the same Cost Center if one of the individuals is an administrator. All conditions existing as of October
38 24, 1988, shall be grandfathered.
- 39
40 a. The transfer shall be at the next semester change or at the conclusion of that school year, based upon
41 the recommendation of the building administrator or Cost Center head. The Superintendent will ap-
42 prove or modify any and all such recommendations.
- 43
44 b. Preference for one year regarding placement will be afforded to the teacher to be transferred.
- 45
46 3. Voluntary transfers, appropriate to the circumstances, will be made before surplusses.
- 47
48 4. Teachers surplussed from one work site to another will be identified and placed in accordance with those
49 procedures specified in Article XIV, Reduction in Force.
- 50
51 5. When a program or school is closed or a class or group of classes moved intact from one work site to an-
52 other, the teachers in that program or class will be afforded the opportunity to (a) move with their former
53 class or program, (b) voluntarily surplus themselves, or (c) remain at their original work site if there ex-
54 ists a less senior teacher in one of their areas of certification.
- 55

1 In the event that not enough positions are moved to the receiving school to accommodate all teachers
2 from the former work site, teachers will be offered transfers to the receiving school on a seniority basis.
3 The most senior teacher in the certification area will be offered transfer first and so on until the moved
4 positions are exhausted. All remaining teachers at the former work site will be surplus in accordance
5 with those procedures outlined in Articles XIV and XV of this Agreement.
6

7 F. Opening New Schools
8

9 When a new school is opened, the following procedures will be followed in staffing that building:
10

11 1. Initial Posting
12

13 The school(s) that will be losing staff to the new school will be identified. The staff of those schools will
14 be the only staff allowed to apply for the initial posting. The initial posting will consist of a pool of posi-
15 tions which constitutes no less than 20% of the total number of expected positions in the new school. Ap-
16 plicants for the positions listed in the initial posting will be filled in accordance with those procedures
17 outlined in Section C, above.
18

19 2. County Wide Posting
20

21 The position vacancies remaining after the initial posting will be posted countywide and filled in the fol-
22 lowing manner:
23

24 a. Shared Decision Making
25

26 Should the teachers selected following those procedures outlined in Section 1 above elect to become
27 a shared decision making work site, the remaining positions at the new school will be posted and
28 filled in accordance with those procedures outlined in Section B, above.
29

30 b. Non-Shared Decision Making
31

32 Should the selected teachers elect not to become a shared decision making work site, the remaining
33 positions will be chosen as outlined in Section C, above.
34

35 3. Surplus Staff
36

37 Any surplus staff remaining at the school(s) losing staff to the new school, will be identified and placed in
38 accord with those procedures outlined in Article XIV of this Agreement.
39

40 G. Vacancies
41

42 Other than filling in for a teacher on approved leave and in the absence of a hiring freeze, long term substitutes
43 shall not be used in lieu of full time appointed teachers. Vacancies of 60 working days or more in bargaining
44 unit positions shall be posted and filled in accordance with this Agreement.
45

46 H. Promotions
47

48 1. Any teacher possessing the appropriate qualifications for promotion may apply for an administrative va-
49 cancy.
50

51 2. The Board shall utilize to the maximum extent possible the skills, talents, and qualifications of its teach-
52 ers and shall fill position vacancies by promoting from within in accordance with School Board Rule
53 4.104.
54

55 3. Vacancies which come under the District's state approved HRMD Plan shall be filled in accordance with
56 the requirements of that Plan. All other vacancies shall be filled on the basis of qualifications for the posi-

1 tion; however, when two or more qualified candidates receive substantially equal ballots, the candidate
2 with the greatest amount of seniority shall be given preference.
3
4

5 **ARTICLE XIV - REDUCTION IN FORCE**
6

7 A. School Board Rights
8

9 The School Board has a sole and exclusive right to determine the number, nature, and location of positions in
10 the school system and to reduce or increase staff accordingly. In so exercising this right, the Board will confer
11 with and receive recommendations from the Union.
12

13 B. Definition
14

15 A Reduction In Force (RIF) will be said to exist when the number of personnel within any given job or salary
16 classification has been decreased in number or when the number of teachers exceeds the number of positions in
17 the instructional bargaining unit.
18

19 C. Procedures
20

- 21 1. Retention - Instructional staff shall be certified and/or qualified for the position held.
22
- 23 2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the ap-
24 propriate certification and endorsement (where required by the State) unless as specified below. They will
25 also be considered to be qualified for any position presently held by an uncertified teacher and for all po-
26 sitions that do not require specific certification.
27
- 28 3. Seniority - Instructional staff will be subject to layoff based on the least amount of continuous service in
29 the Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fash-
30 ion. Seniority will be defined as time since effective date of hire in the instructional bargaining unit. A
31 teacher who had previous employment in the classified bargaining unit and who did not break service
32 with the School Board of Sarasota County, will retain his/her seniority in the classified bargaining unit in
33 case s/he has been laid off from his/her instructional position. Such time, however, will not count towards
34 seniority in the instructional bargaining unit. A teacher who transferred to the classified bargaining unit
35 and then returned to the instructional bargaining unit will retain all prior instructional bargaining unit
36 time(s) for seniority purposes, provided that no break in service to the school district occurred.
37
- 38 4. Date of Hire - The effective starting date as designated by School Board action in appointing a given
39 teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board ap-
40 pointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists,
41 the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin
42 toss.
43
- 44 5. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit posi-
45 tion with the appropriate reduction in salary and a surrendering of his/her administrative status will begin
46 to earn seniority placement within the unit at that time. Any administrator who had previous status within
47 the bargaining unit and has not had a break in service shall retain those previous years in the bargaining
48 unit toward his/her seniority status. All administrators returning to the bargaining unit will be placed into
49 vacancies following those procedures described below.
50
- 51 6. Preferences - Each teacher will complete a preference form that may be updated as described below. The
52 form will include a listing of the teacher's school site preferences and whether or not s/he would desire a
53 voluntary transfer to a particular school site(s).
54
55
56

1 7. Placement
2

3 a. Each cost center will compile a list of all positions to be eliminated for the following school year. At
4 that time the cost center head will also identify the least senior teacher at that cost center currently
5 working within the certification area in which the position(s) is/are being eliminated. Pursuant to the
6 procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given
7 school year, will transmit to the Human Resources Office a listing of all positions eliminated, teach-
8 ers surplus, and vacancies anticipated.
9

10 b. The teacher(s) to be surplus at each cost center will be the least senior at that cost center cur-
11 rently working within the area of certification of the position(s) to be eliminated; provided however,
12 that a teacher who has had his/her position eliminated may elect to remain at that cost center should
13 s/he possess more seniority than a teacher at that cost center in an alternate area of the first teacher's
14 certification. In such a case the teacher possessing the least seniority in the alternative certification
15 area at that cost center will be surplus. A teacher whose position has been eliminated must be
16 given the opportunity to elect to remain at his/her cost center in an alternative area of certification,
17 and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the
18 Human Resources Office.
19

20 c. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a list-
21 ing, in seniority order, of all teachers who have been surplus. That listing, as well as a listing of
22 all vacancies county wide (excluding Board approved charter schools), will be posted for a period of
23 five working days. Teachers may update their preference lists through the conclusion of this five
24 day period.
25

26 d. All teachers will be placed into vacant assignments on a seniority basis based upon their expressed
27 preferences (excluding Board-approved charter schools). The most senior surplus teacher will be
28 considered first and placement will continue on a seniority basis. Each teacher must be certified and
29 endorsed (where required by the State) for the assignment selected. During the placement process, if
30 no vacancy remains for which a teacher is certified, the teacher will replace the least senior teacher
31 in either the north or south county region (as selected by the teacher) in his/her area of certification.
32 The teacher may elect to switch his/her region selection and pick from vacancies in the other loca-
33 tion. This process will continue until there remains no teacher on the surplus list who has more sen-
34 iority than any teacher in the district holding a position in that area of certification. Those teachers
35 who are junior to all others in the district within their areas of certification will thus be identified.
36 Those junior teachers, for whom there are no positions available within their areas of certification,
37 will be laid off. Those laid off teachers will have recall rights within the parameters set forth else-
38 where in this Agreement.
39

40 e. During the placement process, should a teacher not be reassigned due to his/her failing to be as-
41 signed to one of the work sites stated on his/her preference form or because a Preference Form was
42 not filed, management will attempt to contact said teacher to explain to him/her those positions re-
43 maining available at that time. Should management not be able to contact said teacher, the teacher
44 will be reassigned to a work site and position most similar to that which s/he was last assigned or
45 those expressed on his/her preference form.
46

47 8. Return to Former Placement - Any teacher displaced from an instructional position due to the implemen-
48 tation of those procedures described above will be able to return to an instructional position vacancy at
49 his/her last former work site for which s/he is certified, should such a position become available within a
50 period of five years. Such return will be automatically granted upon receipt of the teacher's request. In
51 such cases, the transfer will become effective upon the employee's request and s/he will be considered a
52 member of his/her former school's staff for placement purposes, but the employee will not occupy that
53 position until the beginning of the next school year. It will be the teacher's responsibility to monitor such
54 opportunities.
55

1 9. Notification - The Board agrees to provide notice of the layoffs to the affected teachers and the Union at
2 least ten work days before any action is taken. Notification of layoff shall be sent by certified mail to the
3 affected teacher. It is the teacher's responsibility to keep the Human Resources Office informed of his/her
4 current address.

5
6 10. Any teacher laid off will be offered job placement assistance and counseling services by the Board to as-
7 sist him/her in securing other employment.
8

9 **ARTICLE XV - RECALL**

10
11 A. Recall Order

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

13
14
15 B. New Teachers

16 No new teachers shall be hired until all certified laid off teachers in their area of certification have been re-
17 called or have refused or failed to accept recall. Laid off teachers will be placed into vacancies prior to hiring
18 any uncertified teachers.
19

20
21 C. Recall Process

22 A laid off teacher will be given by registered mail ten working days notice of recall. S/he shall inform the
23 Board of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered
24 letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher
25 will be deemed to have voluntarily resigned from employment by the Board. It is the teacher's responsibility to
26 keep the Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in
27 the following order:
28

- 29 1. Teachers returning to their former school from which they were surplus. Teachers retain this
30 right for a period of five years following their surplus.
- 31 2. Teachers returning to a North or South county location following an involuntary move to the other
32 location due to lack of available positions. Teachers retain this right for a period of five years fol-
33 lowing their surplus.
- 34 3. Laid off teachers returning to duty (Teachers retain this right for a period of two years following
35 their layoff.)
- 36 4. Teachers returning to in-field status from an involuntary move to out-of-field status. Teachers retain
37 this right for a period of two years following their involuntary out-of-field placement.
38
- 39 5. Voluntary transfer of teachers.

40 Positions will be filled on a seniority basis within each of the above-mentioned groupings. Numbers 1 through
41 4 will be undertaken on a central level and will be filled in accordance with those procedures outlined in Arti-
42 cle XIV. Number 5 will be undertaken at the school level and will be governed by Article XIII.
43

44
45
46
47
48
49 D. Layoff Period

50 Teachers will be eligible for recall for a period not to exceed two years from date of layoff or until recalled or
51 recall is declined, whichever is sooner.
52

53
54 E. Leaves

55 Teachers on layoff shall be given unpaid leave of absence during the period of the layoff.
56
57

1 **ARTICLE XVI - NON-TEACHING DUTIES**
2

3 A. Teachers shall not be assigned or required to perform the following non-teaching duties:
4

- 5 1. Lunchroom supervision during the duty free lunch period.
6
7 2. Chaperoning or attendance at after school activities shall not be required or assigned to any teacher who
8 does not receive a supplement for such activity in accord with his/her normal salary schedule. Acceptance
9 of any such duties shall be voluntary except for those occasions which require a teacher's attendance for a
10 specific purpose. These purposes shall not exceed three times per year. This does not preclude voluntary
11 participation on the part of the teacher.
12
13 3. Teachers shall not be required to move or clean heavy equipment, machinery, or furniture.
14
15 4. Teachers shall not collect lunch monies.
16
17 5. Except for emergencies, teachers shall not be required to hand score County or State standardized tests.
18

19 B. Teachers assigned to temporary administrative positions of 30 consecutive calendar days or more shall be paid
20 at a rate commensurate with that position or at their normal pay rate, whichever is higher.
21

22 C. Teachers may tutor for pay provided the following conditions exist:
23

- 24 1. The teacher is not in a duty status.
25
26 2. The tutoring does not take place on school property.
27
28 3. The teacher shall refrain from tutoring students enrolled in his/her instructional class.
29

30 D. Extra duties shall be assigned on a rotating basis, wherever possible.
31
32

33 **ARTICLE XVII - PERSONNEL RECORD**
34

35 A. Maintenance
36

- 37 1. There shall be only two personnel files as defined in Florida Statutes. One shall be maintained at the Of-
38 fice of Human Resources of the Sarasota County School Board and the other at the office of the teacher's
39 work site. No other file or memo shall be maintained on any teacher unless otherwise mandated by Stat-
40 ute. No copies of the official Personnel File shall be made except that which is photocopied by request of
41 the teacher or required by Florida Statute.
42
43 2. A teacher may request through his/her immediate supervisor access to his/her site file. Requests to review
44 the personnel file shall be made to the Human Resources Office in person. Where time parameters or
45 lengthy distances to the Human Resources Office are a concern, cost center heads will assist teachers
46 where possible.
47
48 3. Except for material pertaining directly to the work performance or such other matters that may be cause
49 for discipline under Florida Statute, no material derogatory to a teacher's conduct, service, character, or
50 personality shall be placed in any official personnel file of such teacher. Material relating to work per-
51 formance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be
52 maintained only if it is signed by a person competent to know the facts or make the judgment, and only if
53 the teacher has been given the opportunity to read the material following its receipt or formulation. The
54 teacher shall be sent a copy of such material by certified mail to his/her address of record or shall be
55 given an actual copy of the material to be filed. If the teacher receives said copy, s/he may indicate that
56 such material has been read by affixing his/her signature on the actual copy to be filed with the under-

1 standing that such signature merely signifies that the material to be filed has been read and does not nec-
2 essarily indicate agreement with its content. However, an incident which has not been reduced to writing
3 within 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall
4 be included in the file unless so requested by the teacher.
5

- 6 4. The teacher shall have the right to answer in writing any material now on file as well as any material filed
7 hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be
8 placed in the teacher's file nor used in any proceeding or given any credibility anywhere by the employer.
9
- 10 5. Upon request, the teacher, a Union representative, or any other person designated in writing by the
11 teacher shall be permitted to examine the file. It shall be indicated in writing that said file has been exam-
12 ined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.
13
- 14 6. The personnel file of each teacher shall be open to inspection only by those persons specified by Florida
15 Statutes. If a teacher's file is inspected by a member of the administrative staff of the Sarasota County
16 Public School System, it shall be recorded in a central register maintained in the Office of Human Re-
17 sources.
18
- 19 7. The official personnel record for Sarasota County Public School teachers shall be housed in the Office of
20 Human Resources of the Sarasota County Public School's and maintained in a manner consistent with the
21 State Public Documents Statutes.
22
- 23 8. Notification: Any teacher whose personnel file has been inspected by anyone outside the scope of author-
24 ity as defined in Florida Statutes without the teacher's knowledge or permission shall be notified in writ-
25 ing within 48 hours as to who requested and observed the file and the purpose of such request.
26

27 B. Complaints

28
29 When a written complaint concerning a teacher's conduct and/or performance is made by the parent of a stu-
30 dent or any other member of the public, the supervising administrator shall attempt to resolve the complaint
31 with the complaining party and consult with the teacher involved. No complaint shall be placed in the official
32 personnel file until such time as the complaint has been sustained through an impartial hearing procedure (out-
33 lined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the
34 disposition of the complaint.
35

36 ARTICLE XVIII - MAINTENANCE OF CLASSROOM DISCIPLINE

37 A. General Responsibility

38
39 While on duty, a teacher has a general responsibility and the right to control student behavior and a major re-
40 sponsibility for controlling the classroom environment of those students under his/her direct supervision. A
41 teacher may at any time request the assistance of the principal.
42

43
44 Within the framework of the State's and the Board's codes of student conduct, teachers and other instructional
45 personnel shall have the authority to undertake any of the following actions in managing student behavior and
46 ensuring the safety of all students in their classes and school:
47

- 48 1. Establish classroom rules of conduct.
- 49 2. Establish and implement consequences designed to change behavior, for infractions of classroom rules.
- 50 3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for
51 behavior management intervention.
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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.

1 3. Removal of Student From Class

2
3 A teacher may remove from class a student:

- 4
5 a. who has been documented by the teacher to repeatedly interfere with the teacher's ability to com-
6 municate effectively with the students in the class or with the ability of the student's classmates to
7 learn; or
8
9 b. whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes
10 with the teacher's ability to communicate effectively with the students in the class or with the ability
11 of the student's classmates to learn.
12

13 4. Student Placement Review Committee

- 14
15 a. Each school shall establish a committee to determine placement of a student when a teacher with-
16 holds consent to the return of a student to the teacher's class. Committee membership will include:
17
18 (1). Three teacher members of the school's faculty selected by a secret ballot vote (but may not in-
19 clude the referring teacher). Two such members serve as regular committee members and the
20 third will serve as an alternate. The two teachers with the two highest vote totals will serve as
21 the regular committee members and the teacher with the third highest vote total will serve as
22 the alternate.
23
24 (2). One member of the school's staff who is selected by the principal.
25

26 5. Alternative Class Placement

27
28 If a teacher removes a student from class as described above, the principal may place the student in an-
29 other appropriate classroom; in in-school suspension; or in an alternative education program; or the prin-
30 cipal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student
31 may be prohibited from attending or participating in school-sponsored or school-related activities. The
32 principal may not return the student to that teacher's class without the teacher's consent unless the place-
33 ment committee determines that such placement is the best or only available alternative. The teacher and
34 the placement review committee must render their decisions within five days of the removal of the stu-
35 dent from the classroom. During that five day period, the student will not be returned to the teacher's
36 classroom without the teacher's prior consent.
37

38 6. Professional Development Classes Mandated

39
40 Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete
41 professional development to improve classroom management skills.
42

43 7. Battery and/or Assault Upon a Teacher

- 44
45 a. If a student commits an act of battery upon a teacher, that student shall not return to that class with-
46 out that teacher's prior consent.
47
48 (1). The principal shall report as soon as possible, but within 24 hours, to the Superintendent that
49 an assault or battery upon a teacher has been reported to him/her. The principal shall investi-
50 gate and file a complete report as soon as possible to the Superintendent. The full report shall
51 be signed by the teacher to acknowledge that s/he has seen the report, and s/he may append a
52 statement to the report.
53
54 (2). The principal shall assist the teacher in notifying the proper law enforcement officials.
55
56

- 1 b. A teacher upon whom an act of battery or assault has been committed, who presses charges against
- 2 his/her assailant, shall have his/her days of court appearance designated as non-attendance days with
- 3 pay.
- 4
- 5 c. Any student found to have committed an act of battery upon a teacher or other instructional em-
- 6 ployee shall be recommended for expulsion to the full extent permitted by law. Upon being charged
- 7 with the offense, the student shall be removed from the classroom immediately, pending final dispo-
- 8 sition.
- 9
- 10 D. Teacher/Staff Notification
- 11
- 12 1. Teachers and classified employees (where appropriate) will be informed as to any prior arrests and/or
- 13 convictions of which the Board has knowledge of students assigned to his/her classroom.
- 14
- 15 2. Teachers and classified employees (where appropriate) will be informed when any student has been
- 16 moved into his/her classroom due to those procedures outlined above.
- 17
- 18 E. False Accusations Against Teachers
- 19
- 20 A recommendation for expulsion will be made for any student known to have intentionally made false accusa-
- 21 tions that jeopardizes the employment status or professional certification of a teacher. It will be the teacher's
- 22 responsibility to develop such evidence. Nothing in this section should be construed to limit the teacher's right
- 23 to pursue civil remedies for such conduct.
- 24
- 25

26 **ARTICLE XIX - EVALUATION OF STUDENTS**

- 27
- 28 A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the
- 29 terms of the grading regulations of the Sarasota County School system.
- 30
- 31 B. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been
- 32 made, and the teacher cannot be contacted through normal communication efforts.
- 33
- 34 C. In the event a teacher's grade or evaluation is challenged, the following procedure shall be followed. The
- 35 teacher's principal shall investigate the challenge, and:
- 36
- 37 1. the grade or evaluation stands, or
- 38
- 39 2. the grade or evaluation goes to review.
- 40
- 41 D. Review Panel
- 42
- 43 1. Review shall be by a panel consisting of:
- 44
- 45 a. one member, with expertise in the area under challenge, selected by the teacher;
- 46
- 47 b. one member, with expertise in the area under challenge, selected by the Superintendent; and
- 48
- 49 c. one member, with expertise in the area under challenge, selected by the other two members.
- 50
- 51 2. The Review Panel shall investigate the challenge and render a binding judgment.
- 52

1 **ARTICLE XX - TEACHER ASSIGNMENT AND TRAVEL**

- 2
- 3 A. All teachers shall be notified in writing of their salary status and their building, subject and class assignments
- 4 for the following school year. Such notice shall be given to all presently employed teachers no later than the
- 5 last teacher duty day of the current school year.
- 6
- 7 B. If changes are made in items specified in the preceding paragraph prior to the teacher's return to duty, the Hu-
- 8 man Resources Office shall, as soon as possible, notify the teacher in writing addressed to the teacher's latest
- 9 recorded address. It is the teacher's responsibility to keep the Board informed of his/her current address.
- 10
- 11 C. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one
- 12 school so as to limit the amount of inter-school travel to a minimum. As soon as practicable, such teachers
- 13 shall be notified of any changes in their schedules.
- 14
- 15 D. Prior approval of the Superintendent is required in all cases in which the Board is to assume any part of the
- 16 expenses for authorized travel by instructional staff or for an expense account for such travel. Each person,
- 17 upon completion of a trip, shall file an expense account upon special forms provided by the Human Resources
- 18 Office.
- 19
- 20 E. Any teacher who travels under Board authorization shall have prior approval of the Superintendent or his/her
- 21 designee and be subject to Florida Statutes and Rules of the Board. Each such teacher will be reimbursed at the
- 22 prevailing rate established by the State of Florida.
- 23
- 24 F. Out of county travel expenses for trips directly related to instruction in credit earning courses or workshops
- 25 shall be borne by the Board when the Board requires such attendance.
- 26
- 27 G. Teachers shall not be required to transport students on official school business.
- 28
- 29 H. Teachers shall not drive school buses. Exclusions to this restriction are the following:
- 30
- 31 1. overnight field trips are excluded and may be driven by the specific participating teacher/coach. How-
- 32 ever, should that participating teacher/coach choose not to drive, a Transportation driver shall be pro-
- 33 vided. Meals and accommodations for the driver will be provided by the school at the applicable per diem
- 34 rate. With respect to this exclusion, it does not pertain to ESE field trips (i.e., Handicapped Olympics);
- 35
- 36 2. Environmental bus;
- 37
- 38 3. Alternate Education buses;
- 39
- 40 4. Carefree Learner bus supporting Sarasota High School;
- 41
- 42 5. Marine Biology bus assigned to Pine View; and
- 43
- 44 6. Sailor Circus.
- 45
- 46 I. Teachers driving buses consistent with this Agreement shall be compensated at a rate equal to the average bus
- 47 driver's hourly rate.
- 48
- 49 J. Alternative Education
- 50
- 51 The parties agree that all teachers of alternative education classes will hold the appropriate certification for the
- 52 subject area taught. Any teacher not possessing the appropriate subject area certification for his/her majority
- 53 assignment will be listed as out-of-field and will be treated in a manner consistent with other out-of-field
- 54 teachers (i.e., they must take six semester hours per year towards obtaining the appropriate certification).
- 55
- 56

1 K. Substitute Teachers

- 2
- 3 1. The administration will make all reasonable effort to secure a substitute teacher for an absent classroom
- 4 teacher.
- 5
- 6 2. Should the administration be unable to secure a substitute teacher, the administration will seek volunteers
- 7 among the remaining teachers to teach the absent teacher's class during his or her planning period. That
- 8 teacher will receive an equal number of hours of compensatory time, rounded up to the nearest hour for
- 9 the lost planning time, to be used when students are not in attendance.
- 10
- 11 3. Other than in emergency situations, there will be no dispersal of students from an absent teacher's class to
- 12 other classrooms.
- 13

14

15 **ARTICLE XXI- PAID LEAVES OF ABSENCE**

16

17 **I. Categories of Paid Leaves**

18

19 **A. Sick Leave**

20

21 1. **Sicknesses or Death**

22

- 23 a. Each full time teacher is entitled to four days of sick leave as of the first day of employment of each
- 24 current year, and thereafter is credited with one additional day of sick leave at the end of each month
- 25 of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of
- 26 sick leave for each month of employment. The unused portion of sick leave shall accumulate from
- 27 year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or
- 28 disability of the teacher, or illness or death of a member of his/her immediate family. "Immediate
- 29 Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-
- 30 in-law, brother-in-law, other close relative, or member of his/her own household.
- 31
- 32 b. A teacher may authorize the transfer of some or all of his or her accumulated sick leave to his or
- 33 her spouse, child, parent, or sibling who is also an employee of the School Board of Sarasota
- 34 County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave
- 35 may only be transferred to those family members specified above and may not be transferred be-
- 36 tween non-related employees. Sick leave may only be transferred when the receiving employee
- 37 has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and
- 38 must be utilized at the time of transfer. Sick leave may only be transferred while the family mem-
- 39 ber is on approved sick leave status. This transfer may occur across bargaining units.
- 40
- 41 c. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.
- 42
- 43 d. Other than as described in Section B above, sick leave credit may not be transferred or loaned to an-
- 44 other teacher or employee.

45

46 2. **Personal Days**

47

48 Each teacher shall be provided six days to be used for the teacher's personal business or emergencies. A

49 personal leave day may be used for any purpose at the discretion of the teacher, except as outlined below.

50 A teacher planning to use a personal leave day or days shall notify his/her principal at least 48 hours in

51 advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cu-

52 mulative. Leave forms shall be available at the school offices, and they are to be filled out upon the

53 teacher's return from such leave. "Personal Leave" shall be adequate explanation for such leave. The

54 teacher upon return to duty shall fill out the standard leave form explaining the emergency in those cases

55 where less than 48 hours notice has been given.

56

1 3. Days Immediately Preceding or Following a School Holiday

2
3 A teacher requesting a personal day for a work day immediately preceding or following the days listed
4 below must receive prior approval at least one week in advance from the cost center head. The cost center
5 head may deny a personal day request during this time period, due to a lack of availability of substitutes.
6 The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly
7 distributed among the teacher requests. Any teacher requesting a sick day for a period of time continuous
8 with one of the aforementioned days may be asked to provide medical documentation for the day in ques-
9 tion. Failure to provide such documentation will lead to a forfeiture of the teacher's pay for the day in
10 question (i.e., unpaid leave).

- | | |
|---------------------------|------------------------------------|
| 11 Thanksgiving Recess | President's Day |
| 12 Winter Recess | Spring Recess |
| 13 Martin Luther King Day | The last day of student attendance |
| 14 Memorial Day | |

15
16 B. Illness-In-The-Line-Of-Duty Leave

17 Each teacher shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a per-
18 sonal injury (including assault) received in the discharge of duty or because of illness from any contagious or
19 infectious childhood diseases contracted in school work, other than common cold or flu. The above circum-
20 stances are subject to Administrative review and consultation with the local board of health if deemed appro-
21 priate.
22

23
24 As a prerequisite for any leave granted pursuant to this Article, a teacher shall obtain a certificate of illness or
25 injury from a licensed physician.
26

- 27 1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is gener-
28 ally accepted by the medical profession as necessary for recovery or for the specified time allotted for re-
29 covery by the individual teacher's physician, whichever is shorter.
30
- 31 2. Leaves due to the aforementioned injuries or illness shall be authorized for a period for which a physician
32 certifies the teacher's inability to work or for the maximum number of days as specified by the then cur-
33 rent applicable Florida Statute following the injury or illness, whichever is shorter. After that time the
34 teacher will receive wage loss payments as specified by Florida Statute.
35
- 36 3. The Board's liability pursuant to this Article shall end if the teacher becomes eligible for state and/or so-
37 cial security disability benefits.
38
- 39 4. The teacher may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and
40 2 above.
41
- 42 5. The teacher shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of
43 the in the line of duty leave and accumulated sick leave.
44

45 C. Leave for Union Officers

46
47 Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers. This
48 leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board
49 for all expenses associated with these leaves.
50

51 D. Sabbatical Leave

52
53 If there are a sufficient number of qualified applicants, not more than one-half of one percent of the teachers
54 may be granted sabbatical leaves during any one school year. The procedures governing the granting of sab-
55 batical leave are set forth in Appendix B attached hereto.
56

1 E. Temporary Duty Days

2
3 Temporary duty days with pay may be granted to teachers for purposes stated below. The Superintendent shall
4 make the final determination as to approval or disapproval of an application.
5

- 6 1. Attending and/or participating in professional meetings relating to educational workshops, seminars, or
7 conferences sponsored by professional educational organizations, colleges, universities, or government or
8 private agencies concerned with public school matters.
9
10 2. Visitation for the purpose of observing instructional techniques or programs.

11 F. Civic Duties

12
13 Any teacher may be granted, upon written request and with the Superintendent's approval, up to three days
14 leave with pay to perform civic duties at the local, state, or national level.
15

16 G. Leave for Legal Commitments and Transactions

- 17
18 1. A teacher who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in
19 pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
20
21 2. A teacher may serve on temporary assignment on jury duty without loss of pay if s/he so desires.
22
23 3. A teacher released from his/her subpoena or jury duty with sufficient time remaining to return to his/her
24 school center to complete at least one-half day of his/her duty day shall return to his/her school center
25 unless released by the principal.
26

27 H. Vacation

- 28
29 1. Effective with the 1985/86 school year, those teachers already teaching 240 days shall be considered 12
30 month personnel as defined by the school calendar and will qualify to earn additional vacation days in
31 concert with all other 12 month personnel. Specifically, they may earn in the range of one to six addi-
32 tional days beyond the 12 already granted by the calendar. These additional days may be accumulated but
33 are not to exceed 30 days.
34
35 2. Effective with the 1985/86 school year, all new teachers shall have their work year designated as a 196
36 work day year, with additional duty days assigned by the administration on an annual basis. Teachers
37 who work in excess of 196 days shall continue to receive one vacation day for every 24 additional duty
38 days (not including the summer school program). Any additional duty days requested by the administra-
39 tion shall be voluntary and shall not be a condition of employment.
40

41 II. Procedures

42
43 A. Requests

44
45 All requests for a leave of absence for Union officers or for sabbatical leave or for a return to duty following
46 one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick
47 leave, illness-in-the-line-of-duty, temporary duty days, civic duties, legal transactions, and vacation will be
48 submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e., a
49 leave that will extend into the next school year) paid leave of absence shall be March 1st of each year. Teach-
50 ers on extended paid leave shall notify the Department of Human Resources on or before March 1 of their in-
51 tent for the coming year.
52

53 B. Experience Credit

54
55 A teacher will be granted one year's experience credit for service of one day more than one-half of the regular
56 contract year when on an approved paid leave of absence.

1 C. Insurance Continuation

2
3 Any teacher granted a leave of absence as provided in this Article shall continue to receive all benefits and
4 privileges of an active School Board teacher.
5

6 D. Retirement Credit

7
8 A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retire-
9 ment system to the extent and in the manner provided by statute. It shall be the sole responsibility of the
10 teacher to make arrangements to obtain such credit.
11

12 E. Return to Duty

13
14 Upon return to duty from a paid leave of absence, the teacher will return to his/her former position.
15

16 F. Transferring in of Sick Leave

17
18 The transferring in of sick leave is not allowed.
19

20 G. Sick Leave Payoff Cap

21
22 The sick leave payoff cap is 180 days. Teachers possessing more than 180 days in sick leave accumulation
23 prior to July 1, 1983, will be grandfathered at the level they possessed at that time. Teachers may accumulate
24 days in excess of the 180 day cap but are limited to 180 days for payoff purposes.
25

26 H. Verification of Reasons for Leave

27
28 Upon return from leave as described in paragraphs A and B, the building principal shall provide the teacher
29 with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to
30 the building principal within five working days following the teacher's return from leave.
31

32 I. Funds for Expenses

33
34 The Board shall provide funds for expenses, as set forth in Section E of this article; for temporary assignment.
35 Normally only one member of a department may be granted permission to attend one such meeting at Board
36 expense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the
37 proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained
38 from the principal.
39
40

41 **ARTICLE XXII - UNPAID LEAVES OF ABSENCE**

42
43 **I. Categories of Unpaid Leaves**

44
45 **A. Study/Professional Improvement Leave**

46
47 A leave of absence without salary for professional improvement may be authorized by the Board for any Con-
48 tinuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two year pro-
49 gram, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the
50 end of a leave, a teacher may request another leave of absence, the granting of which shall be at the sole discre-
51 tion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days
52 prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the
53 amount authorized in the leave shall be granted upon the teacher's return from leave if s/he has engaged in re-
54 lated studies at an accredited university or s/he has served in a capacity similar to one s/he occupies in the
55 Sarasota County School System. Notwithstanding the foregoing, no experience credit will be granted for any
56 year in which the teacher does not work or participate in the leave as approved one day more than one-half of
57 the regular contract year.
58

1 Such leave may be authorized for

- 2
- 3 1. engaging in study at an accredited university;
- 4 2. full time participation in a federally sponsored Peace Corps;
- 5
- 6 3. full time teaching in foreign or military programs;
- 7
- 8 4. cultural travel or work program related to his/her professional responsibilities;
- 9
- 10 5. participating in exchange teaching programs in other school districts, states, territories or countries; or
- 11
- 12 6. serving as a full time, paid officer of an education association.
- 13

14 B. Medical Leave

15
16 A teacher may take an unpaid leave of absence due to either personal illness or due to the illness of a member
17 of his or her immediate family. Prior to taking an unpaid medical leave, the teacher must have exhausted his or
18 her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if applicable.
19 A teacher requesting medical leave must provide medical documentation of the illness in question.
20

21 C. Worker's Compensation

22
23 A teacher receiving worker compensation payments will be deemed to be on an unpaid worker's compensation
24 leave during that time period.
25

26 D. Political Leave

27
28 A leave of absence, without pay, for up to one year may be granted by the Board to a teacher, upon application
29 to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the
30 first term of office.
31

32 E. Family and Medical Leave Act (FMLA) Leave

33
34 Teachers qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave
35 with continuation of health benefits. In the case of teachers on worker's compensation leave, FMLA leave will
36 commence only after the teacher has exhausted all of his or her worker's compensation leave.
37

38 F. Maternity Leave

- 39
- 40 1. A maternity leave without pay shall upon written request be granted to a teacher any time between the
41 commencement and termination of her pregnancy. The commencement of such leave shall be at the dis-
42 cretion of the teacher and her physician. Except in case of emergency, the teacher shall give written no-
43 tice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The
44 request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of
45 birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by a
46 teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged
47 to her available sick leave.
48
- 49 2. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work
50 either
51 a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at
52 which time the teacher shall be returned to her former position; or
53 b. on the first day of the next school year following the termination of pregnancy, at which time the
54 teacher shall be returned to her former position.
55
56

1 G. Child Care Leave

- 2
3 1. A child care leave without pay for caring for a child less than six years of age, not to exceed one year,
4 shall be granted a teacher upon written request to the Superintendent. A teacher may request in writing an
5 additional year of child care leave. Such request shall be submitted not less than 30 calendar days prior to
6 the conclusion of any year already granted. Child care leave may be extended on a yearly basis for a
7 maximum of five school years.
8

9 H. Personal Leave

10
11 A teacher will be granted a personal leave of absence for any reason, for a period of one school year or for the
12 remainder of a given school year. A teacher will be granted only one personal leave of absence in any three year
13 period. During the time the teacher is on an unpaid personal leave of absence the teacher may not enter similar
14 or related employment during his/her leave without express written permission of the Board. Violation of this
15 provision will constitute grounds for termination of employment.
16

17 I. Military Leave

18
19 Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve compo-
20 nent thereof or with the National Guard shall be granted in accordance with applicable law.
21
22

23 **II. Procedures**

24
25 A. Requests

26
27 All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the
28 Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave
29 of absence shall be March 1 of each year. Teachers on extended unpaid leave shall notify the Department of
30 Human Resources on or before March 1 of their intent for the coming year.
31

32 B. Duration of Leave

33
34 Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave requests with-
35 out sufficient reason. Under normal circumstances, such leaves shall not exceed five years. A teacher's leave
36 will be extended in cases where no position exists for the teacher to return in one of his/her areas of certifica-
37 tion. A leave will not exceed one year's duration, but may be renewed as specified herein.
38

39 C. Experience Credit

40
41 No experience credit for salary purposes will be granted for any year in which a teacher does not teach for one
42 day more than one-half of the regular contract year. A teacher may be granted one year's experience credit for
43 service of one day more than one-half of the regular contract year when on an approved study/professional,
44 worker's compensation, military, or political leave of absence.
45

46 D. Insurance Continuation

47
48 Any teacher granted a leave of absence as provided in this Article shall be given the opportunity to continue in-
49 surance in the existing school programs during the leave provided that the premiums for such insurance pro-
50 grams shall be paid by the teacher on a monthly basis in advance of the month due.
51

52 E. Retirement Credit

53
54 A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retire-
55 ment system to the extent and in the manner provided by statute. It shall be the sole responsibility of the
56 teacher to make arrangements to obtain such credit.

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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.

1 **ARTICLE XXIII- GRIEVANCE AND ARBITRATION**
2

3 A. Definitions
4

- 5 1. The "grievant" is a teacher, a group of teachers, or the Union filing a grievance.
6
7 2. The Union retains the right to file a grievance on any misapplication of this Agreement or practices and
8 policies affecting the terms or conditions of employment.
9
10 3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable
11 manner or the grievant or Union has been affected by an action or proposed Board action item, that if im-
12 plemented, would constitute a misinterpretation or misapplication of the specific written terms of this
13 Agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of
14 a proposed Board action would not inhibit the Board from taking the proposed action while the matter is
15 pending resolution. A grievance may be processed through Section B of this Article.
16

17 B. Procedures
18

- 19 1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local
20 level. It is the intention of the parties that to the greatest extent possible, only local building staff will be
21 used to process Informal level grievances. No later than 20 working days after the grievance first oc-
22 curred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the
23 grievant and his/her cost center Union representative shall request a meeting to verbally discuss a poten-
24 tial grievance with the cost center head, or his/her designee, allegedly causing the potential grievance.
25 The cost center head, or his/her designee, will respond no later than ten working days after the informal
26 meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the
27 potential grievance may be taken to Step One of the Formal Procedure.
28
29 2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level,
30 no later than ten working days following the administrator's denial at the Informal Step, the grievant
31 and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form
32 to the cost center head or his/her designee allegedly causing the grievance. The cost center head or his/her
33 designee will respond in writing, no later than ten working days after the meeting has been held. If the
34 grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of
35 the Formal Procedure.
36
37 3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One
38 level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assis-
39 tant Superintendent or his/her designee no later than ten working days after the response was received at
40 the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response
41 to the Step Two grievance no later than ten working days following the Step Two meeting.
42
43 4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he
44 may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no
45 later than ten working days after the written response was received in Step Two. The Superintendent or
46 his/her designee shall submit a written response no later than ten working days after the Step Three meet-
47 ing. Should the response be a rejection of the grievance, the Superintendent or his/her designee will
48 summarize his/her reasons for so ruling.
49
50 5. Step Four (optional): Should the parties mutually agree, the next step in the processing of a grievance will
51 be through the inclusion of an impartial mediator. The decision to undertake this option must be made by
52 the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be
53 chosen through mutual agreement of the parties. There will not be a binding decision on the parties ex-
54 cept by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at
55 an arbitration proceeding by either party.
56

- 1 6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/he
2 may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitra-
3 tion Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days
4 after the receipt of the decision in Step Three or Four.
5

6 C. Rules
7

- 8 1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the
9 informal and formal proceedings. The grievant shall not be required to discuss any grievance if the griev-
10 ant's representative is not present. A teacher may avail him/herself of the grievance procedure in person
11 or by counsel and have such grievance adjusted without intervention of the Union provided that:
12
13 a. the adjustment is not inconsistent with the terms of this Agreement, and
14
15 b. the Union has been given reasonable opportunity to be present at any meeting called for in the reso-
16 lution of such grievance.
17
18 2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the par-
19 ties to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons
20 shall automatically extend the time limits equal to the number of days of such absence.
21
22 3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall
23 be complied with pending resolution of any dispute.
24
25 4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability
26 shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until
27 s/he has issued his/her findings on the question of arbitrability.
28
29 5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement,
30 nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by
31 implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as ex-
32 pressed in Section C-4 hereof.
33
34 6. Neither the Board nor the Union will be permitted to assert before the arbitrator any grounds or evidence
35 which has not previously been disclosed to the other party except where a party was unable to produce
36 said grounds or evidence prior to Step Five. Such grounds and evidence shall be disclosed to the other
37 party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided
38 by the arbitrator prior to proceeding with the grievance hearing.
39
40 7. Any discussions or proposals which occurred either between the parties or one or both of the parties and
41 the mediator at Step Four (if elected) are not to be considered relevant or to be heard by the arbitrator
42 should the grievance proceed to Step Five.
43
44 8. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accord-
45 ance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be car-
46 ried to Step Four or Step Five if appropriate. Any relief granted prior to Step Three shall not be deemed to
47 establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without
48 the express approval of the Superintendent.
49
50 9. The parties shall share the costs of transcripts if so desired by the parties.
51
52 10. The Informal Step and Steps One and Two of the grievance procedure may be bypassed by mutual
53 agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step
54 Three.
55

- 1 11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article
2 XVII, Section A (Personnel Records), furnish each other such requested information for the processing of
3 any grievance provided the information is not legally restricted or work product related to the grievance
4 or contract negotiations as contained in Article IV, Section A (Union Rights, Privileges and Obligations,
5 Employer Information).
6
- 7 12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against
8 any teacher because of his/her participation or non-participation in the procedures set forth in this Article.
9
- 10 13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the
11 American Arbitration Association (AAA) will be divided equally between the parties.
12
- 13 14. Election of Forum (Non-Duplication of Remedies): The commencing of legal proceedings against the
14 Board in a court of law or equity or before the Public Employee Relations Commission or any other ad-
15 ministrative agency by a teacher, teachers, or the Union for an alleged violation or violations of the ex-
16 pressed terms of this Agreement shall be deemed a waiver by said teacher, teachers, or the Union of
17 its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolu-
18 tion of the alleged violation or violations of the express terms of this Agreement.
19
- 20 15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in a
21 teacher's permanent personnel files.
22
- 23 16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a
24 Memorandum of Understanding and must be signed by the grievant or his/her representative and the Su-
25 perintendent or his/her designee.
26
- 27 17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the
28 grievance will be considered to be automatically advanced to the next step of the grievance and arbitra-
29 tion process as described herein. Should the Union or grievant fail to advance a grievance in a timely
30 fashion, the grievance will be denied. (Such denial will not establish past practice on the matter at hand.)
31
- 32 18. The Union will be considered to be a party with standing in any grievance.
33

34 ARTICLE XXIV - PARTICIPATORY MANAGEMENT

35 A. Organizational Structures

36 1. School Site Management

- 37 a. Each school cost center shall determine the organization and structure of its decision making team,
38 consistent with the requirements of Statute and the provisions of this Agreement. Schools which, as
39 of the date of implementation of this Agreement were organized and approved as Shared Decision
40 Making/School Based Management sites will continue in that status unless modified under the pro-
41 visions for annual review contained herein. Schools not approved for Shared Decision Mak-
42 ing/School Based Management as of the implementation date of this Agreement will proceed as fol-
43 lows:
44

- 45 (1). The principal and Union chief building representative will provide an opportunity for staff,
46 parents and students (high school level) to understand the provisions for governance in a
47 Shared Decision Making/School Based Management school. Thereafter, the principal and Un-
48 ion chief building representative will cause an election to be held in which the school commu-
49 nity members can choose to utilize a Shared Decision Making/School Based Management
50 form of governance or an alternative form of governance to be determined. A two-thirds or
51 more vote of the eligible voters (administrators, instructors, classified staff, elected parent
52 leadership [i.e., PTO/PTA] and student leadership at the high school level) at the applicable
53
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1 centers is necessary for a school to begin developing a proposed Shared Decision Mak-
2 ing/School Based Management plan of governance. Such a plan must also be approved by a
3 two-thirds or more majority vote of the same constituents in order to be presented to the Re-
4 structuring Advisory Council (C this article) for approval.
5

6 (2). If the vote in (1) above fails to indicate a preference by a two-thirds vote or higher for Shared
7 Decision Making/School Based Management, the principal and Union chief building represen-
8 tative will convene a committee representative of the constituency of that school to design an
9 alternate structure for Site Based Governance. Such a plan for Site Based Governance will in-
10 clude but not be limited to (a) the scope of the governance and decision making of the alternate
11 structure, (b) the process for staff, parents, students, and community to provide input to the
12 work of the alternate structure, (c) the process for selecting the leadership of the alternate
13 structure and the length of term for said leadership, (d) the components for goal setting, ongo-
14 ing training and evaluation, (e) the procedures for amending the alternate governance plan, (f)
15 provision for an annual review and self-evaluation of the effectiveness of the structure, and (g)
16 provision that representatives of administration, certified and classified staff, parents, and stu-
17 dents (high school) serving in such an alternate structure will be elected by peers by secret bal-
18 lot.
19

20 (3). The Alternate Governance Structure developed under (2) above shall be implemented only af-
21 ter a two-thirds or higher majority vote of the constituency identified in (1) above.
22

23 b. Under the provisions of either Shared Decision Making/School Based Management or an Alterna-
24 tive Governance Structure, the following shall apply:
25

26 (1). Each site organizational plan shall include the: (a) scope of planning and decision making, (b)
27 process for providing input to the SDMT/Alternate Governance Structure, (c) process for se-
28 lecting chairperson(s) by the representative group, length of term, and the role of chairperson
29 once the organizational plan has been accepted by the Restructuring Advisory Council (RAC),
30 (d) components for goal setting, ongoing training and evaluation, (e) procedures for amending
31 the plan, (f) annual review and evaluation.
32

33 (2). All site meetings shall be announced 48 hours (two working days) in advance and shall be
34 open to members of the school's/site's community. The minutes of all school/site council
35 meetings shall be posted and distributed in a timely fashion. Emergency meetings, as verified
36 by a majority vote of the membership of the team or governance structure, may be called with-
37 out 48 hours notice, as needed.
38

39 (3). Consensus shall be the process for decision making at the SDM sites, and may be used in the
40 alternate governance structure. In the absence of such a provision for the use of consensus at
41 non-SDM sites, Robert's Rules of Order shall prevail.
42

43 B. Scope of Responsibilities

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

45 collective bargaining (e.g. teacher evaluation, teacher discipline, layoff and recall, compensation, invol-
46 untary transfers, grievance procedures, teacher insurance, etc.)

47 Employee Assistance Program

48 local, state, and federal law

49 recruitment

50 state testing

51 scheduling the student day

52 all other items not specifically listed in 2 or 3 below
53
54
55

- 1 2. Central Responsibilities (available for an advisory role through participatory management at the sites.)
- 2
- 3 Board policy
- 4 capital improvement
- 5 central budget
- 6 central purchasing
- 7 comprehensive district wide planning
- 8 district wide curriculum (e.g. AIDS ed.)
- 9 data processing
- 10 ESE program definition
- 11 facilities
- 12 food services
- 13 maintenance
- 14 personnel selection for district employment
- 15 assignment of site administrators
- 16 research and evaluation
- 17 district staff development
- 18 state adopted materials
- 19 transportation
- 20 utilities
- 21
- 22 3. School/Site Responsibilities (Decision making role available through participatory management at the
- 23 sites.)
- 24
- 25 curriculum/content
- 26 educational supplies and materials
- 27 ESE education implementation
- 28 extracurricular activities
- 29 instruction
- 30 site budget
- 31 staff development
- 32 site personnel selection (input on the assignment of district personnel to site, except where specified
- 33 elsewhere in this agreement)
- 34 strategic planning
- 35
- 36 C. Restructuring Advisory Council (RAC)
- 37
- 38 1. The RAC will serve in the advisory role in the school district on policy matters that come before the
- 39 Board and the SC/TA regarding Participatory Management.
- 40
- 41 2. The RAC will be comprised of the following: the chairpersons of each site team and appointed SAC and
- 42 parent representatives (designated by the SC/TA president and the Superintendent of schools).
- 43
- 44 3. The Restructuring Advisory Council (RAC) shall review each school's/site's decision making process for
- 45 the purpose of formative feedback and guidance. This process will include:
- 46
- 47 a. an annual review of each school's/site's organizational plan,
- 48
- 49 b. an annual survey of district staff and community involved in the process to determine the effective-
- 50 ness of Participatory Management,
- 51
- 52 c. visitation to Participatory Management meetings at the various schools/sites,
- 53
- 54 d. annual survey of schools/sites to gather data for measuring the long term effects of Participatory
- 55 Management in Sarasota County,
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- e. forming a line of communication to each of the sites to offer assistance and support.
- 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.

1 f. Provide for facilitating a working relationship between site teams, the Superintendent, and central
2 office staff, in order to advance the work of Participatory Management and help teams focus on is-
3 sues that benefit students.

4
5 g. Expressly share designated decision making authority with the site teams as outlined in Section B of
6 this Article.

7
8 2. Responsibilities of the SC/TA

9
10 a. Provide technical assistance and support to Decision Making Teams.

11
12 b. Encourage Participatory Management through its leadership, training activities, and publications.

13
14 c. Provide for facilitating a positive working relationship between site teams, the Superintendent, and
15 the central office staff, in order to advance the work of the teams and help them focus on issues that
16 benefit students.

17
18 E. Waiver Process

19
20 1. Waivers must be educationally driven and have a discernible impact on the educational program/process
21 at the work site. Waivers will not be granted on mandatory subjects of bargaining. Waivers will not be
22 precedent setting on the parties and may not be used by either party as an example of establishing a past
23 labor practice. In addition, waivers will be binding only at the work site for which they were approved.

24
25 Waivers may be requested in the following manner:

26
27 2. Waivers of County School Board Rules must be approved by the School Board, waivers of State Statutes
28 and Rules must be approved by both the School Board and the Commissioner of Education and waivers
29 of the contract must be approved by the SC/TA and the School Board.

30
31 3. Waivers must be submitted for review and routing to the Restructuring Advisory Council, the Division of
32 Instructional Services, and in the case of contract waivers, to the staff of the SC/TA. (At this point it may
33 be necessary for either of these groups to ask for clarification, or render some technical assistance to the
34 requesting site team before the waiver is sent on for approval.) Upon completion of the review process,
35 the waiver request will be forwarded to the School Board and, as appropriate, the SC/TA for approval.

36
37 4. Waivers must be accepted by a three-fourths majority vote of the faculty, staff, elected parent leadership
38 and student leadership where appropriate (high school). The vote shall be by secret ballot through a proc-
39 ess approved by the SDMT, or in non-SDM schools the alternative governance structure. The vote must
40 be certified by the principal and the SDMT Chairperson, or in non-SDM schools the principal and alter-
41 native governance structure chairperson.

42
43 5. Waivers must be submitted on the forms provided herein.

44
45 6. Waivers will be responded to and routed to the approving agency within ten working days.

46
47 F. Re-openers

48
49 1. This article is subject to annual review.
50
51
52

1 **ARTICLE XXV DISCIPLINARY ACTIONS**

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3 A.

- 4
5 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
6
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8 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.
9
10
11 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.
12
13

14
15 B. Disciplinary action shall be governed by applicable statutes.

16
17 C. A teacher against whom disciplinary action is to be taken may appeal the proposed action through the grievance procedure.
18

19
20 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.
21

22
23 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.
24

25
26 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.
27
28

29
30 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.
31

32
33 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.
34
35

- 36
37 1. The discipline, dismissal, demotion, and suspension of any teacher shall be for just cause.
38
39 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:
40
41
42
43 a. Verbal reprimand. (Written notation placed in site file.)
44
45 b. Written reprimand filed in Personnel and site files.
46
47 c. Suspension with or without pay.
48
49 d. Dismissal.
50
51

52 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.
53

54
55 K. Letters of reprimand may be removed with Board approval from a teacher's official personnel file after a period of two years.
56

1 L. During the pendency of an investigation into an allegation of wrongdoing on the part of a teacher, the teacher
2 may be temporarily reassigned only if the charges, if proven to be true, could lead to the teacher's termination
3 or suspension or if the teacher's conduct poses a threat to any individual's safety.
4

5 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
6 notify his or her principal of his or her intentions will be considered to have abandoned his or her job and may
7 be terminated.
8
9

10 **ARTICLE XXVI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE**
11

12 A. The Board will provide terminal pay to a teacher at early or normal retirement or to his/her beneficiary if ser-
13 vice is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the
14 teacher at retirement or death multiplied by those percentages as outlined in Florida Statutes, and up to 100%
15 of the teacher's accumulated leave days (as specified elsewhere in this Agreement). The teacher must leave the
16 employment of the school board directly into the Florida Retirement system in either early or normal retire-
17 ment status.
18
19

20 **ARTICLE XXVII - LOCAL RELATIONSHIPS**
21

22 A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a
23 mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems
24 regarding personnel policies and practices and other matters affecting working conditions of a purely local na-
25 ture which are not covered by this Agreement. However, no changes to personnel policies and procedures af-
26 fecting working conditions shall be unilaterally implemented unless negotiated accordingly.
27

28 B. Disputes between the parties at the school level may be referred for resolution to the local level of the Union
29 and of the Employer.
30
31

32 **ARTICLE XXVIII - SALARIES**
33

34 A. Salary Schedule

35
36 The salary of each teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and
37 made a part hereof.
38

39 B. The 2003-2004 school year salary agreement is as follows:
40

41 1. Effective July 1, 2003, all teachers will receive an across-the-board increase of 4.25% (four and one quar-
42 ter per cent) for the 2003-2004 school year. This increase will be added to the respective salary schedules.
43 This increase will not apply to earnings from the 2003 summer school program.
44

45 2. New salary and longevity schedules are included as part of this Agreement and appear in Appendix A,
46 contained herein.
47

48 3. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2006, all sal-
49 ary schedules will be automatically reduced by 4.25% as of the close of business on June 30, 2006.
50
51

1 C. Longevity Schedules

2
3 The longevity schedules contained herein will appear on the salary schedules. Those payments will apply to-
4 ward retirement credit with the Florida Retirement System.

5
6 D. Method of Payment

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

10
11 1. Number of Payments

12 Each teacher will be paid in 24 installments.

13
14
15 2. Pay Days

16 196-day and 220-day teachers: Pay days shall be the fifteenth and last working day of each month.

17
18 12-month teachers will be paid semi-monthly.

19
20
21 3. Exceptions

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

24
25
26 4. Final Pay

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

31
32 Each 220-day teacher will receive his/her twenty-first and twenty-second checks by June 15th and
33 twenty-third and twenty-fourth by June 30th.

34
35
36 5. Withholding of Pay

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

43
44
45 6. Payroll Errors

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

47
48
49 E. Supplements

50
51 1. All supplements will be paid in accordance with the Supplement Salary Schedule (Appendix A) of this
52 Agreement.

53
54 2. Any new supplement must be approved by the Board prior to any payment.

1 **ARTICLE XXIX - EMPLOYEE ASSISTANCE PROGRAM**

- 2
- 3 A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the ano-
- 4 nymity of the teacher. The provisions of this program will also apply to all School Board retirees.
- 5
- 6 B. This program shall include but not be limited to counseling for the following:
- 7
- 8 1. Drug Abuse
- 9
- 10 2. Alcohol Abuse
- 11
- 12 3. Family Counseling
- 13
- 14 4. Financial Counseling
- 15
- 16 5. Psychological Difficulties
- 17
- 18 6. Stopping the use of tobacco products.
- 19

20

21 **ARTICLE XXX - EFFECT OF AGREEMENT**

22

- 23 A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing
- 24 Sarasota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the
- 25 terms of this Agreement.
- 26
- 27 B. An individual contract which is executed during the term of this Agreement between the Board and a teacher
- 28 shall be made expressly subject to the terms of this Agreement. An individual contract which is executed dur-
- 29 ing an interim period between this and subsequent agreements between the Board and a teacher shall contain a
- 30 clause providing that after execution of this Agreement, said individual contract shall be brought into confor-
- 31 mity with the terms of that Agreement.
- 32
- 33 C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor
- 34 Agreement is ratified by the parties.
- 35
- 36 D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or
- 37 interpreting any contract language contained herein, to resolve grievances, or to establish any other term or
- 38 condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding en-
- 39 tered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or
- 40 resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining
- 41 agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Con-
- 42 versely, any Memorandum of Understanding establishing any term or condition of employment not covered by
- 43 this Agreement will be considered null and void at the end of the contract unless expressly extended by the par-
- 44 ties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless
- 45 those terms are incorporated into a subsequent Agreement.
- 46

47

48 **ARTICLE XXXI - BENEFITS**

49

- 50 A. Health Insurance
- 51
- 52 1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to
- 53 each teacher at no cost with the following minimum specifications:
- 54
- 55 a. Lifetime Maximum of \$5,000,000
- 56

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- b. Deductible - Individual \$200
 - c. In-Network Coinsurance at no less than 90%
 - d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).
 - e. Out-of-Pocket Maximum - \$1000 per individual plus deductible
 - f. Yearly Physical Examination (subject to \$250 yearly limit)
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

1 D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each teacher
2 may pay for if they choose any individual option:

3
4 1. Dental Plan - Panel plan for dependents, and indemnity plan for teacher and dependents.

5
6 2. Vision Plan - dependents

7
8 3. 401 (k) Plan

9
10 4. Medical Reimbursement Account - teacher and family

11
12 E. Reopeners

13
14 Either party may reopen negotiations if costs exceed present School Board contributions for supplemental core
15 benefits (Section C, above).

16
17 F. Retirement

18
19 The Employer shall provide a retirement plan or plans as established by Florida Statutes.

20
21 G. Sick Leave

22
23 Sick leave shall be cumulative and subject to Florida Statutes. A teacher shall upon retirement be reimbursed
24 for any unused sick leave as outlined in Article XXVI.

25
26 H. Medicare/Medicaid Supplements

27
28 The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in
29 this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the
30 insurer.

31
32 I. 401A Plan

33
34 The School Board will provide the 401A plan described in Appendix I of this Agreement to enable employees
35 to shelter accumulated sick and/or vacation days in a pre-tax fashion upon retirement. All retiring employees
36 with at least \$2,500 value of accumulated sick and/or vacation time will participate in this plan.

37
38
39
40 **ARTICLE XXXII - KIDS UNDER THE WEATHER**

41
42 A. The School Board shall provide the services of the "Kids Under The Weather" program currently in existence
43 at Sarasota Memorial Hospital and the "Sniffles and Such" program currently in existence at Venice Hospital
44 or another program mutually agreeable to the parties.

45
46 B. This service to teachers is only in effect during workdays of the teacher. Weekends, holidays, winter recess,
47 absences, or summer vacation periods are not covered unless the teacher is in a work status during these peri-
48 ods.

49
50 C. The Board shall only provide this service for the period from one hour before to one hour after the teacher's
51 duty day. The teacher must bear the costs associated with picking up his/her child later than five o'clock PM.

52
53 D. Teachers shall only utilize this service on days in which they report to duty.

54
55 E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for
56 the following semester (1/2 year).

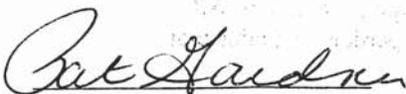
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ARTICLE XXXIII - TOBACCO POLICY

- 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

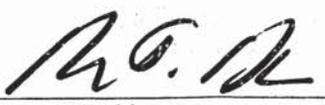
- A. This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. This Agreement may be extended only in writing.
- B. This Agreement may not be assigned by either party.
- C. This Agreement is subject to salary and benefit reopeners for the 2004-2005 and 2005-2006 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.



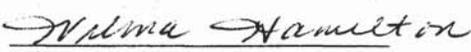
Pat Gardner
President, Sarasota Classified/
Teachers Association, Inc.



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

1 **ARTICLE XXXV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)**
2
3

4 A. Optional Participation
5

6 A teacher's participation in the DROP is optional on the teacher's part.
7

8 B. Employment Status
9

10 Teachers who have elected to participate in DROP will be considered active teachers of the Board while await-
11 ing separation. They will accrue all salaries and benefits consistent with other active teachers.
12

13 C. Separation Date
14

15 An eligible teacher may select a retirement date as provided by state law. A retirement date, once established,
16 may be changed in accordance with state law, but in no circumstances may a teacher withdraw from the DROP
17 program once an initial retirement date is set.
18

19 D. Vacation Day Accruals
20

21 Any accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the teacher's
22 DROP application. Hours in excess of the 60 day cap will remain in the teacher's accrual. There will be no
23 second payoff of vacation days when the teacher subsequently separates from service with the Board. S/he may
24 use any such accrued days for vacation purposes.
25

26 E. Sick Leave Accruals
27

28 An employee participating in DROP will have a percentage of his/her accumulated sick leave pay balance de-
29 posited into their account each year of DROP:
30

31	Year 1	20% of balance of terminal sick leave
32	Year 2	25% of balance of terminal sick leave
33	Year 3	33% of balance of terminal sick leave
34	Year 4	50% of balance of terminal sick leave
35	Year 5	100% of balance of terminal sick leave

36

37 Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave balance
38 paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant, subject to all
39 applicable taxes.
40

1 APPENDIX A - SALARY SCHEDULES

INSTRUCTIONAL SALARY SCHEDULE

Step	Index	BA	Index	BA + 30	Index	MA	Index	MA + 45	Index	DOC
1	1.000	30,233	1.000	31,356	1.000	32,757	1.000	34,999	1.000	36,494
2	1.012	30,599	1.019	31,962	1.019	33,390	1.022	35,759	1.022	37,287
3	1.024	30,965	1.039	32,567	1.039	34,023	1.043	36,520	1.043	38,079
4	1.036	31,331	1.058	33,173	1.058	34,655	1.065	37,280	1.065	38,872
5	1.048	31,698	1.077	33,778	1.077	35,288	1.087	38,040	1.087	39,665
6	1.061	32,064	1.097	34,384	1.097	35,920	1.109	38,801	1.109	40,458
7	1.073	32,430	1.116	34,989	1.116	36,553	1.130	39,561	1.130	41,250
8	1.085	32,797	1.135	35,595	1.135	37,185	1.152	40,321	1.152	42,043
9	1.097	33,163	1.154	36,200	1.154	37,818	1.174	41,082	1.174	42,836
10	1.109	33,529	1.174	36,806	1.174	38,450	1.196	41,842	1.196	43,629
11	1.121	33,895	1.193	37,412	1.193	39,083	1.217	42,602	1.217	44,422
12	1.133	34,262	1.212	38,017	1.212	39,715	1.239	43,363	1.239	45,214
13	1.145	34,628	1.232	38,623	1.232	40,348	1.261	44,123	1.261	46,007
14	1.158	34,994	1.251	39,228	1.251	40,981	1.282	44,883	1.282	46,800
15	1.170	35,361	1.270	39,834	1.270	41,613	1.304	45,644	1.304	47,593
16	1.182	35,727	1.290	40,439	1.290	42,246	1.326	46,404	1.326	48,386
17	1.194	36,093	1.309	41,045	1.309	42,878	1.348	47,164	1.348	49,178
18	1.206	36,460	1.328	41,650	1.328	43,511	1.369	47,925	1.369	49,971
19	1.218	36,826	1.348	42,256	1.348	44,143	1.391	48,685	1.391	50,764
20	1.230	37,192	1.367	42,861	1.367	44,776	1.413	49,445	1.413	51,557
21	1.242	37,558	1.386	43,467	1.386	45,408	1.435	50,206	1.435	52,350
22	1.254	37,925	1.406	44,072	1.406	46,041	1.456	50,966	1.456	53,142
23	1.267	38,291	1.425	44,678	1.425	46,673	1.478	51,726	1.478	53,935
24	1.279	38,657	1.444	45,283	1.444	47,306	1.500	52,487	1.500	54,728
25	1.291	39,024	1.463	45,889	1.463	47,939	1.521	53,247	1.521	55,521
26	1.303	39,390	1.483	46,494	1.483	48,571	1.543	54,008	1.543	56,314
27	1.315	39,756	1.502	47,100	1.502	49,204	1.565	54,768	1.565	57,106
28	1.327	40,123	1.521	47,705	1.521	49,836	1.587	55,528	1.587	57,899
29	1.339	40,489	1.541	48,311	1.541	50,469	1.608	56,289	1.608	58,692
30	1.351	40,855	1.560	48,916	1.560	51,101	1.630	57,049	1.630	59,485

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Instructional Longevity

YEARS OF SARASOTA COUNTY SCHOOL BOARD SERVICE	PERCENTAGE OF BASE
10 TO 12 YEARS	3%
13 TO 15 YEARS	6%
16 TO 18 YEARS	9%
19 TO 21 YEARS	12%
22 TO 24 YEARS	15%
25 TO 27 YEARS	18%
28+ YEARS	21%

4
5 Longevity is computed by multiplying that percentage shown above by the Step 1 amount in any
6 given salary lane.

1 **IMPLEMENTATION:**

2
3 1. Credit for experience will be granted as follows:

- 4
5 a. For newly hired teachers (i.e., those not previously employed by the Board at any time prior to June 30,
6 2003), one step will be granted for each full year of full time teaching experience in any public school for
7 which he or she received a satisfactory performance evaluation. The employee's initial step placement
8 will then be one step above that determined herein. Teachers designated as "experts-in-field" will be
9 placed on Step One of the Bachelor's lane.
10
11 b. If a teacher is employed by the Board at any time prior to June 30, 2003, separates from service with the
12 Board and is subsequently is re-employed by the Board, he or she will return to the step from which he or
13 she left the 30-step schedule or, for those who separated from service while still on the 15-step salary
14 schedule, the step on the 30-step salary schedule to which the teacher would have been converted had he
15 or she been employed on June 30, 2003. Additionally, the teacher will receive credit for any full time
16 public school teaching experience for which he or she received a satisfactory performance evaluation that
17 he or she might have accrued in the period between when he or she left service of the Sarasota District
18 Schools and his or her rehire. Prior service time will apply to the determining of the appropriate longev-
19 ity bonus.
20
21 c. Full time service for one day more than one-half of the contractual period may be counted as a year of
22 service. Part years may not be combined to achieve a full year. Any teacher who works one-half time or
23 more and who works for more than one day more than half a year will receive salary credit for the respec-
24 tive year of service. Time spent as a graduate assistant or intern may not be considered for salary pur-
25 poses.

26
27 2. Credit also will be granted for:

- 28
29 a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree.
30
31 b. Additional courses which will increase the teacher's professional effectiveness.

32
33 3. Credit for teaching experience will be granted for military service during a national emergency providing that
34 military service was an interruption of teaching duties. Teaching experience in military service will be consid-
35 ered in the same way as other teaching experience outside Sarasota County.

36
37 4. Salary credit may be granted to newly hired ROTC teachers over and above the Step 3 cap specified in Number
38 1, above. Such advanced credit may be granted only as is necessary to bring the ROTC teacher to the federally
39 mandated minimum salary level.

40
41 5. The increase for a teacher may be withheld above step six by official action of the School Board of Sarasota
42 County in a regular meeting or a special meeting, based upon the recommendation of the Superintendent that
43 the teacher's service has been less than satisfactory for the previous year. Such a recommendation shall be
44 based upon the criteria and procedures defined in the official Board rules on the evaluation of instruction.

45
46 6. The following job classifications or job titles will receive a supplement of 14.3% above the appropriate
47 teacher's daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The dura-
48 tion of work year figures shown below represents the normal work year for each position (except those em-
49 ployees covered by a prior contractual obligation).

- 50
51 School Psychologist (11 month position)
52 School Social Worker (11 month position)
53 Program Specialist (11 month position)
54

55 The following job classifications or job titles will receive a supplement of 7.1% above the appropriate teacher's
56 daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The duration of

1 work year figures shown below represents the normal work year for each position.

- 2
- 3 Teacher Trainer (11 month position)
- 4 Elementary or Middle School Lead Teacher (10 month position)
- 5 Consultant (10 month position)
- 6

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

19
20 To determine a teacher or former specialist's salary level for receiving one of the aforementioned responsibility
21 supplements, each teacher or specialist's former daily rate of pay will be computed. His/her daily rate of pay
22 will then be converted to a new step on the Teacher's Salary Schedule by using a Conversion Scale. This Con-
23 version Scale will consist of the regular Teacher's Salary Schedule with the appropriate 14.3% or 7.1% sup-
24 plements added to each lane and step. Each teacher or specialist's former daily rate of pay will be placed on the
25 next highest rate of pay in the appropriate salary lane on the Conversion Scale. The teacher will then be moved
26 one additional step above that rate of pay on the Conversion Scale. That will become the teacher's new salary
27 step on the regular Teacher's Salary Schedule. To compute his/her new salary, add the appropriate 14.3% or
28 7.1% supplement to the teacher's newly determined step on the Teacher's Salary Schedule. Any teacher who
29 fails to receive that supplement in a future year, will be replaced on the Teacher's Salary Schedule in such a
30 fashion as if s/he had remained in continuous employment in his/her former position. No existing teacher or
31 specialist's base salary will be decreased due to the implementation of these procedures.

32
33 7. Longevity Implementation

- 34
- 35 a. Longevity payments will be based upon total time of employment as an appointed employee (except as
36 modified below) with the School Board of Sarasota County as a member of either the instructional or
37 classified bargaining units. It will be the employee's responsibility to apply for the recapture of prior ser-
38 vice time in cases where service has been broken.
- 39
- 40 b. For purposes of determining the length of continuous service for longevity purposes, an employee must
41 have worked in an active duty capacity, one day more than one half of a normal work year. Multiple par-
42 tial years of service may not be combined. Active service is defined to include time on duty plus any time
43 the employee is on any form of paid leave or worker's compensation leave.
- 44
- 45 c. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the
46 respective agreements) by the Step 1 amount of the employee's present salary lane, including any appro-
47 priate position supplement. (This does not include lead teacher supplements.)
- 48
- 49 d. Each employee must have entered the appropriate longevity salary grouping by October 1 of any given
50 school year in order to qualify for that grouping's bonus payment. For example, for an employee to qual-
51 ify for the 19 to 21 year grouping, s/he must have started his/her nineteenth year of service prior to Octo-
52 ber 1.
- 53
- 54 e. Less than full time employees during the year of the payment will receive the appropriate 0.6 longevity
55 payment proration.
- 56

- 1 f. Longevity payments will be considered as salary for purposes of the Florida Retirement System.
- 2
- 3 g. Longevity payments will be made in December of each year.
- 4
- 5 h. Longevity payments will be taxed at the normal lump sum distribution level as required by the present
- 6 IRS Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion
- 7 most favorable to the majority of bargaining unit employees.
- 8
- 9 i. Longevity payments will be based upon a normal work year (e.g., teachers and consultants, 196 days;
- 10 psychologists, social workers, and teacher trainers, 220 days; grandfathered 240 day employees, 240
- 11 days, etc.). Summer school teaching service and extra duty days will not apply in that calculation.
- 12
- 13 j. Any employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given
- 14 school year to be eligible to receive his/her longevity payment. Employees who separate from service
- 15 from the Board prior to December 1 of any given school year, will not be eligible to receive that year's
- 16 longevity payment.
- 17

18

19 **SUPPLEMENT SALARY SCHEDULE 2000-2003**

20

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

22

23 A. Formula

24

25 1. Athletic/VPA Supplement Index Formula

26

27 The supplements that appear below were determined by applying a formula that was developed by a

28 committee and was designed to utilize objective elements associated with all athletic and VPA supple-

29 ments. The elements were:

30

- 31 a. The number of weeks the supplement activity lasts.
- 32
- 33 b. The percentage of students served in the supplement activity. This county-wide percentage (not per
- 34 school) has a maximum of five per cent and a minimum of one and one-half per cent.
- 35
- 36 c. The number of games, matches or performances during the supplement activity.
- 37

38 2. Following a consideration of the above noted factors, the following supplements were jointly agreed upon

39 and remain in effect until specifically altered and ratified by the parties.

40

41 B. Head Coaches and VPA Directors Supplement Index

42

43 1. Athletic Supplements

44

Athletic Dir.....	0.147
Trainer.....	0.131*
Football.....	0.133
Basketball.....	0.114
Base/Softball.....	0.108
Track.....	0.090
Tennis.....	0.078
Golf.....	0.078
Swimming.....	0.069*
Wrestling.....	0.073*
Weightlifting.....	0.057*
Cross Country.....	0.066*

1	Volleyball.....	0.080
2	Soccer.....	0.084*
3	Cheerleading - Fall.....	0.059
4	Cheerleading - Winter/ Spring.....	0.101
5		
6	2. VPA Supplements	
7		
8	Musical D&TD.....	0.086
9	Play D&TD.....	0.071
10	Dance D&TD.....	0.074

11
12 *This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at
13 the existing supplement level as long as they continuously receive that supplement.
14

15 C. Assistant Coaches / VPA Production Assistants Supplement Index

16		
17	1. Assistant Coaches (Athletics)	
18		
19	Athletic Dir.....	0.104
20	Football.....	0.095
21	Basketball.....	0.090
22	Base/Softball.....	0.085
23	Track.....	0.067*
24	Swimming.....	0.055*
25	Wrestling.....	0.058*
26	Weightlifting.....	0.044*
27	Volleyball.....	0.066
28	Soccer.....	0.068*
29	Cheerleading - Fall Season.....	0.046
30	Cheerleading - Winter/ Spring Season.....	0.079
31		
32	2. VPA Musical Assistants	
33		
34	Vocal Director.....	0.060
35	Musical Director.....	0.060
36	Accompanist.....	0.060
37	Costumer.....	0.060
38	Choreographer.....	0.060
39		
40	3. VPA Play Assistants	
41		
42	Costumer.....	0.050
43		
44	4. VPA Dance Assistants	
45		
46	Assistant Choreographer.....	0.052
47	Costumer.....	0.052

48
49 *This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at
50 the existing supplement level as long as they continuously receive that supplement.
51

52 D. Full Year Supplements

- 53
54 1. All full year supplements were factored using the following objective elements:
55 a. Percentage of students involved in a supplement activity.
56

- 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*

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Intramurals	0.060
Volleyball.....	0.066

G. Middle School Assistant Coaches

Basketball.....	0.051*
Track	0.050*

H. Full Year Supplements

Annual	0.080
Newspaper.....	0.080
Band	0.060
Chorus	0.060
Orchestra	0.060
Jazz Band	0.060

*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.

I. Elementary School Full Year Supplements

Safety Patrol	0.080
Three additional flexible Supplements per school determined by SDM	0.080

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:

- 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 according to the number of years 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.
- 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.
- 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

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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. Supplementments 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.

1 **APPENDIX B - RULES FOR SABBATICAL LEAVE**
2
3

- 4 1. Any teacher who has satisfactorily completed six years of full time teaching and/or administrative service in
5 the Sarasota County School District may apply for sabbatical leave.
6
7 2. A sabbatical leave may be granted to permit a teacher to engage in study, travel study, and/or research.
8
9 3. A teacher who requests a sabbatical leave for study will be required to enroll as a full time student (full time
10 student as determined by the institution attended) carrying a full load of academic work at an institution of
11 higher education approved by the appropriate accrediting agency.
12
13 4. The application for sabbatical leave, including a plan for study and/or travel study, must be submitted to the
14 Superintendent prior to February 1st for leaves beginning the following September and by October 1st for leaves
15 beginning the second semester.
16
17 5. Applications for sabbatical leave will be screened by a committee of three members appointed by the Superin-
18 tendent and three members appointed by the President of the Union. Criteria to be considered by the screening
19 committee in reviewing applications for sabbatical leaves will include need, area, and plan of study and/or
20 travel, seniority and past contributions to the school district. A teacher making application for his/her first sab-
21 batical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of
22 sabbatical leave, a teacher shall not be entitled to consideration for another sabbatical until s/he has completed
23 an additional six full years of service in the school district.
24
25 6. If more than the designated percentage apply (Article XXI, Section D), a list of alternates will be established.
26 The alternates will be ranked according to their precedence previously established by the committee. Should
27 any of the original choices decline his/her sabbatical leave, the first alternate shall be notified and considered.
28 If necessary, this process shall continue through the list of alternate designates until all approved applications
29 for that sabbatical period have been utilized.
30
31 7. From the entire group of applicants, the screening committee will make its recommendations to the Superin-
32 tendent for presentation to the Board. If the Superintendent does not concur with a recommendation of the
33 committee, the committee's recommendations shall accompany the Superintendent's recommendation to the
34 Board. The committee shall have the right to present its views in person to the Board.
35
36 8. The final decision to grant any and all sabbatical leaves is to be made by the Board.
37
38 9. Applicants will be notified within 30 calendar days after the deadline as to the disposition of their applications.
39 A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of his/her in-
40 tention to either accept or decline such leave. Such notification shall be given not later than 15 days after the
41 applicant has been notified of approval of his/her request for leave.
42
43 10. The teacher who takes a sabbatical leave shall agree in writing to teach two years in the Sarasota County
44 School District after returning from sabbatical leave, one year in the event of a half year leave. If s/he accepts
45 another position or retires from teaching before this period has elapsed, s/he shall repay the Sarasota County
46 School District, on a proportionate basis, the salary paid him/her while on leave. In the event of extenuating
47 circumstances, the Board may, by special action, waive any obligation to refund compensation.
48
49 11. During the absence of a teacher on sabbatical leave, such teacher shall receive one-half his/her basic salary. In
50 addition thereto, the Board shall pay the contribution to the appropriate teacher's retirement system required of
51 the person on leave computed on the basic salary of such person for the year on leave. The teacher's insurance
52 benefits provided by the Board will be paid by the Board while the teacher is on sabbatical leave.
53
54 12. Full time employment during the sabbatical leave by the recipient of the leave shall be prohibited. This does
55 not, however, preclude the recipients' accepting grants, fellowships or remuneration for part time work of any

1 sort which does not interfere with the outlined sabbatical plan.

- 2
3 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
4 will be returned to his/her former position, if available, or, upon request by the teacher, to a mutually agreed
5 upon position. Such teacher shall be advanced to the appropriate position on the salary schedule as if s/he had
6 been in actual service in the Sarasota County School District during the period of sabbatical leave.
7

8
9 **APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK**

10
11 **A. Membership**

12
13 A teacher, having been employed by the Board for at least one year and having at least ten days accrued sick
14 leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a
15 newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each teacher
16 may not contribute more than one sick leave day except as hereafter provided. Sick leave days donated to the
17 bank by teachers will not be returned to teachers except as hereafter provided.
18

19 **B. Duration and Replenishment**

- 20
21 1. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of
22 the bank, the bank will be replenished in the following manner:
23
24 a. During the two month period following the date when the bank reaches the 30% point, each member
25 will have one day deducted from his/her personal sick leave account and deposited to the bank.
26
27 b. A member who chooses to no longer participate in the bank shall notify the committee in writing of
28 his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
29
30 c. A member who chooses to continue participating in the bank will contribute one day of accrued sick
31 leave to the bank.
32
33 d. A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time
34 the bank reaches the 30% point, may choose to continue participating in the bank by contributing
35 the next one day of accrued sick leave to the bank, regardless of whether or not it is earned within
36 the two month period set forth in subsection B 1(a) above.
37

38 **C. Administration**

- 39
40 1. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by
41 participating teachers from the Human Resources Office.
42
43 2. An overview committee will be formed to review the administration of the bank and determine eligibility
44 as set forth in subsection D 2.
45
46 3. The committee will be composed of two voting representatives appointed by the Superintendent, two vot-
47 ing representatives appointed by the Union, and one ex officio representative appointed by the Superin-
48 tendent. This person shall act as chairperson of the committee.
49

50 **D. Benefits**

- 51
52 1. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the
53 member to be unable to work for a prolonged period of time for which they are not receiving Worker's
54 Compensation benefits), the member shall receive paid leave from the bank in the following manner:
55
56 a. All accumulated sick leave of the member must first be expended.

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- b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of 20 continuous work days. However, the member may choose to use accrued vacation days as part of the 20 day period.
 - c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave.
 - d. A maximum of 90 paid work days may be received from the bank by a member. Should a member of the Sick Bank exceed his/her 90 days of benefits, s/he will be removed from the Bank for a period of not less than three years. After that time period, s/he may choose to re-enroll in the Bank as detailed elsewhere in this Appendix.
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.

TPAS Level I and II - Professional Development Plan

The School Board of Sarasota County
Teacher Performance Appraisal System

Name:	<input type="checkbox"/> Level I <input type="checkbox"/> Level II	School:	School Year:
Date for Follow-up Meeting to Review Progress:			
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, assessment 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

TPAS

School Board of Sarasota County Teacher Performance Appraisal System

Level I: Lesson Plan

Name:

School:

Grade/Subject:

Date:

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)?

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.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Describe how you will determine students' understanding.

8. Describe the homework/practice assignment and the amount of time most students will spend completing the assignment.

9. List the teacher materials that you will use during the lesson (e.g. overhead, film, models, laboratory equipment, etc.)

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)

You may attach additional sheets as needed.

Appraiser's Signature	Date	Teacher's Signature	Date
-----------------------	------	---------------------	------

NOTES

FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF HUMAN RESOURCE DEVELOPMENT

**FLORIDA PERFORMANCE MEASUREMENT SYSTEM
SCREENING/SUMMATIVE OBSERVATION INSTRUMENT**

Number of Students Not Engaged

1 2 3 4

DOMAIN	TOT. FREQ	FREQUENCY	TOT. FREQ	FREQUENCY	TOT. FREQ	FREQUENCY
3.0 INSTRUCTIONAL ORGANIZATION AND DEVELOPMENT	1.	Begins instruction promptly				
	2.	Handles materials in an orderly manner				
	3.	Orients students to classwork/maintains academic focus				
	4.	Conducts beginning/ending review				
	5.	Questions: academic comprehension/ lesson development a. Single factual (Domain 5.0) b. Requires analysis/lessons				
	6.	Recognizes response/amplifies/gives correct feedback				
	7.	Gives specific academic praise				
	8.	Provides for practice				
	9.	Gives directions/assigns/checks comprehension of homework, seatwork assignments/gives feedback				
	10.	Circulates and assists students				
4.0 PRESENTATION OF SUBJECT MATTER	11.	Treats concepts — definition/attributes/examples/nonexamples				
	12.	Discusses cause-effect/causes linking words/applies law or principle				
	13.	States and applies academic rule				
	14.	Develops criteria and evidence for value judgement				
5.0 COMMUNICATIONS VERBAL AND NONVERBAL	15.	Emphasizes important points				
	16.	Expresses enthusiasm verbally/challenges students				
	17.					
	18.					
2.0 MANAGEMENT OF STUDENT CONDUCT	19.	Uses body behavior that shows interest — smiles, gestures				
	20.	Stops misconduct				
	21.	Maintains instructional momentum				

Observer's Notes:



TPAS

School Board of Sarasota County
Teacher Performance Appraisal System

Level I: Post Observation Conference Record

Name:		Grade/Subject:	
School:		Observer:	
Date of Observation:		Date of Pre Conference	
Information discussed:			
Recommendations and Agreements:			
Comments by the Appraiser:			
Comments by the Teacher: (Optional)			
Appraiser's Signature		Teacher's Signature	
Date		Date	

TPAS

The School Board of Sarasota County, Florida
Teacher Performance Appraisal System

Informal Observation Form

Name:	Grade/Subject:
School:	Observer:

	Effective	Ineffective	Not Observed
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 for 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.			
9. The teacher used multi-sensory materials.			
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.			
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

TPAS Level I – Annual Contract Teacher Evaluation Form

The School Board of Sarasota County, Florida

Teacher Performance Appraisal System • Annual Appraisal Form

Name:	Position:	School Year:
SS#:	School:	Principal:
Pre-Conference Date(s):		Formal Observation Date(s):

Key for C, NI, U C = Competent NI = Needs Improvement U = Unsatisfactory

Performance Dimension Areas	Competencies	Annual Appraisal					
		Fall			Spring		
		C	NI	U	C	NI	U
Classroom Management and Discipline	<ul style="list-style-type: none"> Established, explains, and exhibits classroom rules and procedures Corrects student misconduct using appropriate techniques. Uses class time effectively. 						
Knowledge of Subject Area and Planning for Instruction	<ul style="list-style-type: none"> Demonstrates command of subject matter adequate for the present assignment. Constructs and sequences related short-range objectives in subject area(s) assigned. Selects/develops and sequences related learning activities appropriate for the instructional objectives and student learning needs. Assesses the entry level knowledge of students and progression of student performance Identifies and plans for the instructional needs of exceptional, ESOL and 504 students. 						
Delivery of Instruction Including Use of Technology in the classroom	<ul style="list-style-type: none"> Presents subject matter accurately. Communicates effectively. Stimulates and directs student thinking and checks comprehension through the use of questioning techniques. Uses effective lesson development and presentation to meet instructional objectives and student needs. Uses a variety of teaching techniques to meet instructional objectives. Uses a variety of instructional resources to meet instructional objectives and student needs, including technological systems. Uses prompt and frequent reinforcement to encourage students to complete tasks. Established rapport with students in the classroom by using verbal and/or visual motivational techniques. 						
Evaluation of Instruction**	<ul style="list-style-type: none"> Uses traditional and authentic assessment techniques to meet curricular requirements and the individual needs of students. Sets performance standards for students based on Sarasota County adopted curriculum. Evaluates student progress and provides appropriate feedback to students and parents. 						
Professional Responsibility and Characteristics*	<ul style="list-style-type: none"> Participates in professional development activities. Identifies appropriate intervention and referral strategies for students Handles contacts 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. 						
Check Overall Rating:							
Fall Comments:		Spring Comments:					
Teacher's Signature _____ Date _____		Teacher's Signature _____ Date _____		Appraiser's Signature _____ Date _____		Appraiser's Signature _____ Date _____	

*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 Canary - Employee Pink - Evaluator

Level I – Annual Contract Support Staff Evaluation Form

TPAS

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

Name: SS#: School/Department: School Year: Performance Planning Date:	Position: <input type="checkbox"/> Behavior Specialist <input type="checkbox"/> ESE Liaison <input type="checkbox"/> Home School Liaison <input type="checkbox"/> Instructional Technology Facilitator <input type="checkbox"/> Media Specialist <input type="checkbox"/> School Counselor <input type="checkbox"/> School Psychologist <input type="checkbox"/> School Social Worker <input type="checkbox"/> Specialist/Consultant/Therapist
--	--

Key for C, NI, U C = Competent NI = Needs Improvement U = Unsatisfactory

Performance Dimension Areas	Competencies	Annual Appraisal					
		Fall			Spring		
		C	NI	U	C	NI	U
Management of Services and Organizational Skills	<ul style="list-style-type: none"> • Maintains calendar and effectively prioritizes workload. • Maintains and completes required paperwork in a professional and timely manner. • Uses time effectively. 						
Knowledge of Professional Area and Planning for Delivery of Services	<ul style="list-style-type: none"> • 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. 						
Delivery of Services Including Use of Technology	<ul style="list-style-type: none"> • 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. 						
Evaluation of Services**	<ul style="list-style-type: none"> • Evaluates student progress and uses student data to provide appropriate feedback and support to school staff and parents. • Uses appropriate formal and informal assessment techniques to identify individual needs of students. • Sets and/or communicates student performance standards based on the <i>Sarasota County Curriculum</i> and/or <i>Sunshine State Standards for Special Diploma</i>. 						
Professional Responsibility and Characteristics	<ul style="list-style-type: none"> • Participates in professional development activities. • Participates in school/district/state committees and professional organizations. • Handles contacts 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. 						
Collaboration with Students' Families to Increase Student Achievement	<ul style="list-style-type: none"> • 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. 						

Check Overall Rating:

	Fall	Spring
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Fall Comments:	Spring Comments:
Support Staff Signature _____ Date _____	Support Staff Signature _____ Date _____
Appraiser's Signature _____ Date: _____	Appraiser's Signature _____ Date _____

**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.

Ret: Master. 25 Y Term Distribution: White - Personnel Canary - Employee Pink - Evaluator 148-02-PER-HMR
 Dupl. OSA 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. Ef. 07-01-02

TPAS

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

Name:	<input type="checkbox"/> Level I <input type="checkbox"/> Level II	School:	School Year:
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Collaborating Personnel:

Interim Review		Final Review	
Date of Interim Review:		Date of Final Review:	
Interim Comments on Objective Achievement:		Summative Comments on Objective Achievement: <small>(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)</small>	
YES		YES	
NO	Teacher Uses Technology in the Delivery of Instruction in the Classroom.	NO	Teacher Used Technology in the Delivery of Instruction in the Classroom. Involvement Demonstrated.
YES		YES	
NO	Teacher Uses Parent Input to Assess Attainment of Objective.	NO	Teacher Used Parent Input to Assess Attainment of Objective.
YES		YES	
NO	Teacher Collaborates with Students' Families to Increase Student Achievement.	NO	Teacher Used Student Assessment Data to Assess Attainment of Objective.
Teacher's Signature		Teacher's Signature	
Date		Date	
Appraiser's Signature		Appraiser's Signature	
Date		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

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

RET: MASTER 25Y Afr Term
Dupl. - 1Y Afr Term

100-92-PER-HMR
Rev. 11 08 00
Eff. 07 01 01

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."

Accomplished Practices Checklist For Level I Portfolio

Competency	Observation	Interview	Portfolio
1. Write in a logical and understandable style with appropriate grammar and sentence structure.			
2. Read, comprehend, and interpret professional and other written materials.			
3. Comprehend and work with fundamental mathematical concepts.			
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.			
5. Recognize signs of alcohol and drug abuse in students and apply counseling techniques with emphasis on intervention and prevention of future abuse.			
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.			
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.			
8. Recognize and be aware of the instructional needs of exceptional student.			
9. Comprehend patterns of normal development in students and employ appropriate intervention strategies for disorders of development.			
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.			
11. Recognize and demonstrate awareness of the educational needs of students who have limited proficiency in English and employ appropriate teaching strategies.			
12. Use appropriate technology in teaching and learning processes.			
13. Use assessment strategies to assist the continuous development of the learner.			
14. Use teaching and learning strategies that include considering each student's culture, learning styles, special needs and socioeconomic background.			
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.			

Administrator's Signature

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

Name: Level I School: School Year:
 Level II

Date for Follow-up Meeting to Review Progress:

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, assessment 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 gain is 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

TPAS

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

Name:	<input type="checkbox"/> Level I	School:	School Year:
	<input type="checkbox"/> Level II		

Collaborating Personnel:

Interim Review	Final Review
Date of Interim Review:	Date of Final Review:
Interim Comments on Objective Achievement:	Summative Comments on Objective Achievement: <small>(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)</small>

YES	Teacher Uses Technology in the Delivery of Instruction in the Classroom.	YES	Teacher Used Technology in the Delivery of Instruction in the Classroom. Involvement Demonstrated.
NO		NO	
YES	Teacher Uses Parent Input to Assess Attainment of Objective.	YES	Teacher Used Parent Input to Assess Attainment of Objective.
NO		NO	
YES	Teacher Collaborates with Students' Families to Increase Student Achievement.	YES	Teacher Used Student Assessment Data to Assess Attainment of Objective.
NO		NO	

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

Name:		Position:	School Year:																														
SS#:		School:	Principal:																														
Performance Planning Date:		Interim Review Date:																															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Annual Appraisal Rating by Area</th> <th style="text-align: center;">Performance Dimension Areas</th> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Performance of Students</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Classroom Management and Discipline</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Delivery of Instruction Including Use of Technology in the Classroom</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Knowledge of Subject Area and Planning for Instruction</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Evaluation of Instruction</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Professional Responsibility and Characteristics</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> <tr> <td>Competent</td> <td rowspan="3" style="text-align: center;">Collaboration with Students' Families to Increase Student Achievement</td> </tr> <tr> <td>Needs Improvement</td> </tr> <tr> <td>Unsatisfactory</td> </tr> </table>	Annual Appraisal Rating by Area	Performance Dimension Areas	Competent	Performance of Students	Needs Improvement	Unsatisfactory	Competent	Classroom Management and Discipline	Needs Improvement	Unsatisfactory	Competent	Delivery of Instruction Including Use of Technology in the Classroom	Needs Improvement	Unsatisfactory	Competent	Knowledge of Subject Area and Planning for Instruction	Needs Improvement	Unsatisfactory	Competent	Evaluation of Instruction	Needs Improvement	Unsatisfactory	Competent	Professional Responsibility and Characteristics	Needs Improvement	Unsatisfactory	Competent	Collaboration with Students' Families to Increase Student Achievement	Needs Improvement	Unsatisfactory	Significant Accomplishments by the Teachers:		
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	Needs Improvement																																
	Unsatisfactory																																
	Overall Comments by the Administrator:			Overall Comments by the Teacher (optional):																													
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
 Dupl., OSA

"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."

112-93-PER-HMR
 Rev. 11/08/00
 Eff. 07/01/01

ADMINISTRATOR RESPONSIBILITIES AND TIMELINE

Teacher _____ Alternative Certification Teacher YES NO (circle one)
 School _____ Hire Date _____
 Mentor _____ 97th Day _____

TPAS

- Orientation Meeting
- Meet with teacher to approve Professional Development Plan

DATE	SIGN OFF

FIRST SUMMATIVE

- Pre-Conference (TPAS Level 1: Lesson Plan Form)
- Summative Observation
- Post Conference
 ("NI" or "U" call Professional Development Department for assistance)

NOTE: One summative observation may be unannounced

INFORMAL VISIT

- Fifteen to twenty minute walk through

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FALL CONFERENCE (Induction Year Only)

- Fall conference:
 - Review progress of SCIP Guidelines
 - Conference to be called by Administrator and include Mentor and Teacher. Include Alternative Certification Liaison, [ACT] if appropriate

MID-YEAR EVALUATION

- TPAS Annual Contract Teacher Evaluation Form

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TPAS ON-GOING REVIEW FORM

- Interim Review

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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

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TPAS PRODUCTS CHECKLIST

- TPAS Level 1: Product Checklist & Review Form
- Educator Accomplished Practices Checklist

1 APPENDIX F - SUMMER SCHOOL

2
3 A. Coordination with Main Collective Bargaining Agreement

4
5 This summer school Agreement is adopted by the SC/TA and the Board as an amendment of the main collec-
6 tive bargaining Agreement. If there is any conflict or inconsistency between the terms and conditions of the
7 main Agreement and those of this summer school Agreement (pertaining to summer school) the terms and
8 conditions of this summer school Agreement shall prevail. Certain provisions of the main Agreement have no
9 relevance to summer school because of operational differences. Such portions of the main Agreement shall not
10 apply to summer school.

11
12 B. Summer School Benefits

13
14 Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regu-
15 lar school year. Other fringe benefits provided during the regular school year will also be provided during
16 summer school, except that there shall be no duplication or overlap of benefits.

17
18 All benefits will be prorated according to the number of days of summer school. Summer school teachers who
19 work at least half the summer school term, will receive benefits at one-half the rate or amount received by full
20 time summer school teachers.

21
22 C. Selection of Summer School Teachers

23
24 All currently employed instructional staff are eligible for summer school employment. Teachers selected for
25 summer school should be certified in the subject area to be taught. Except as otherwise agreed, when two or
26 more teachers are eligible for a summer school position, the teacher with the greatest seniority shall be se-
27 lected, provided the teacher has taught in the subject area sometime within the previous five years. Otherwise,
28 the teacher selected shall be the teacher with the greater length of service in Sarasota County. If no certified
29 candidate applies for a position, such position may be filled at the Superintendent's discretion. Band directors,
30 coaches, media specialists, counselors, and other positions as agreed to by the parties to have a special need to
31 teach at the school to which they are normally assigned, may be hired without regard to any limitation stated in
32 this Agreement. The school principal and the Director of Summer School may designate other positions which
33 may be filled without regard to seniority. Any building principal who selects outside the scope of this condition
34 must substantiate such reason(s) in writing, consult with the SC/TA and provide a copy to the teacher(s) af-
35 fected.

36
37 D. Placement

38
39 Eligible teachers who during the preceding regular school year were assigned to a school in which summer
40 school is being held, shall be assigned to that school site during summer school. If a sufficient number of posi-
41 tions are not available at that school, the teacher with the greater seniority will be selected.

42
43 E. Salary

44
45 The summer school salary schedule daily rate will be equivalent to the teacher salary schedule daily rate of the
46 immediate past year.

47
48 F. Work Day

49
50 The parties agree that the implementation of the regular daily rate during summer school will not be construed
51 to be a precedent with respect to what constitutes the work day in terms of hours during the regular school
52 year. The parties agree that the length of the non-instructional summer school day can be increased by man-
53 agement if so desired, not to exceed the length of the regular school year day.
54

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/in 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 riding 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 (lewd 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 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/Insubordinate - 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).

1 APPENDIX H - EMPLOYEES OF CHARTER SCHOOLS

2
3 1. Employment Status

4
5 a. Conversion of existing school, instructional bargaining unit:

6
7 Board employees who choose to remain in an existing school that becomes a charter school that has
8 elected within its charter to continue as part of the existing instructional bargaining unit will be bound by
9 all the terms and conditions of the Instructional Bargaining Unit Agreement (including the accrual of sen-
10 iority) consistent with other members of the instructional bargaining unit.

11
12 b. Conversion of existing school or new charter school, different or no bargaining unit:

13
14 Board employees who elect to work in a charter school with a different or no bargaining unit will be con-
15 sidered to be on an unpaid charter school leave with the Board. New employees hired by a charter school
16 (other than those hired in converted Board schools who elect to remain within the instructional bargaining
17 unit) will not be considered to be members of the Instructional Bargaining Unit of the School Board of
18 Sarasota County and will have no transfer or seniority rights for bargaining unit positions.

19
20 2. Initial Staffing

21
22 Any existing employee at that work site who chooses not to participate in the newly converted chartered school
23 will be afforded the opportunity to surplus him/herself and will be placed in a manner consistent with those
24 procedures outlined elsewhere in this Agreement.

25
26 3. Seniority Rights

27
28 While on an approved charter school leave of absence the teacher's seniority time with the Board will be fro-
29 zen, and s/he will not accrue any additional seniority while on such leave.

30
31 4. Rights of Return to Board Position

32
33 Teachers on an approved charter school leave wishing to return to employment with the Board will be placed
34 into vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for a
35 teacher returning to duty from an approved leave of absence. A teacher hired by a charter school who is not on
36 an approved charter school leave of absence from the Board may apply for a vacant position with the Board
37 and will be treated in a manner consistent with other non-Board applicants.

38
39 5. Benefits

40
41 Teachers on a charter school leave of absence will be able to purchase their benefits pursuant to current CO-
42 BRA and Instructional Bargaining Unit Agreement guidelines.

43
44 6. Salary Experience Credit

45
46 Teachers will not accrue experience credit with the Board for those years for which they serve on an approved
47 charter school leave of absence. New teachers employed by the charter schools who are subsequently em-
48 ployed by the Board will be placed on the salary schedule in a manner consistent with those rules specified in
49 Appendix A1(a) of the Instructional Bargaining Unit Agreement.

50
51 7. Transfers/Surplussing

52
53 The existing transfer and surplussing procedures outlined elsewhere in this Agreement will not apply to charter
54 schools (other than converted Board schools which elect to remain within the instructional bargaining unit).
55 Specifically, Board employees may not transfer or be surplusled into charter schools. Existing Board employ-
56 ees may request to be hired by the charter school and such hiring will be governed by whatever rules have been
57 promulgated by that charter school and approved by the Board.

1 **Appendix I – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND**
2 **ANNUAL LEAVE/VACATION PAY**

3
4 The BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™ (BENCOR SPECIAL PAY
5 PLAN™) is offered by BENCOR, Inc. to help governmental units and their employees save up to 7.65% of Social
6 Security/Medicare taxes and to defer income taxes on eligible Plan contributions. Provided below is an explanation
7 of how the Plan works:
8

9 **Eligibility**

- 10 • Employees who are retiring or going into DROP and have at least \$2500 of accumulated sick-leave
11 pay or annual leave/vacation pay will participate in this Plan.
12 • Accumulated sick-leave pay or annual leave/vacation pay will be placed into the BENCOR NA-
13 TIONAL PLAN subject to contribution limits and Board Policy.

14 **Contribution Limits**

- 15 • The maximum Plan contribution cannot exceed 100% of the Plan Year Salary or \$40,000; whichever
16 is less. (Plan year 7/1/2002 – 6/30/2003)
17 • In the last year of employment, (and in the year before entering DROP), if Plan Year Salary is less
18 than \$40,000, the maximum Plan contribution cannot exceed 50% of the Plan Year Compensation or
19 \$40,000; whichever is less. (Plan Year Compensation = salary (July 1-June 30) + sick leave pay +
20 annual leave/vacation pay + incentive pay (“Special Pay”) that is to be paid in that year.)
21 • The maximum Plan contribution limit is calculated each year.
22 • There is a dollar-for-dollar set-off against the \$40,000 Special Pay Plan annual contribution limit for
23 money placed into a 401(k) plan or into the State Investment Plan.
24 • In addition, you can fully fund your elective deferral 403(b) Plan. Please consult your TSA advisor or
25 your tax advisor regarding your 403(b) Plan contribution limits.

26 **Investments**

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

29 **Investment Expenses**

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

33 **Distributions**

- 34 • Distributions may be taken at termination of employment or because of total disability or death.
35 • The participant may choose to leave money in the Plan, self-directing future investments and taking
36 distributions as desired in a *tax-deferred manner*. Distributions may be taken in a lump sum or as pe-
37 riodic payments taken monthly, quarterly, semi-annually or annually. (Remember, it may be advan-
38 tageous under Federal tax laws to delay taking distributions until a later tax year when the individ-
39 ual’s tax rate may be lower.)
40 • A participant (or surviving spouse) can do a “rollover” into an IRA or into another qualifying plan.
41 • To receive a distribution, the participant must initiate the process by requesting a distribution packet
42 from BENCOR Administrative Services at 1-888-258-3422.
43 • Distributions will be processed in a timely manner with minimum waiting.

- 1 • There is no 10% IRS penalty if the employee is at least age 55 in the year of separation from em-
2 ployment.
- 3 • Employees who have retired and fall within a certain age category (those who were less than age 55
4 in the year of separation from employment) and elect to withdraw these funds are subject to a 10%
5 early-withdrawal penalty by the IRS. The employer will “make whole” those employees who fall
6 within this category, if they request all of their funds from the Plan Administrator within 30 days of
7 separation from employment. This would normally require a make-up of 2.35% (10% penalty less
8 7.65% previous savings on social security taxes). However, individuals who have met their FICA
9 salary limit before retiring would receive an 8.55% (10% penalty – 1.45% savings) reimbursement for
10 amounts over the limit.
- 11 • Please consult your tax advisor for information regarding the taxability of Plan distributions.
- 12 • **Loans – for loan provisions, contact the BENCOR Administrative Services at 1-888-258-3422.**

13

DROP Participants’ Terminal Sick Leave Pay/Annual Leave will be processed as follows:

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

25	Year 1	20% of balance of terminal sick leave
26	Year 2	25% of balance of terminal sick leave
27	Year 3	33% of balance of terminal sick leave
28	Year 4	50% of balance of terminal sick leave
29	Year 5	100% of balance of terminal sick leave

30

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

33

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

38

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

42
43
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45

1 **Appendix J - PERFORMANCE PAY**

2
3 **Teacher Performance Pay Plan**
4 **The School Board of Sarasota County, Florida**
5 **and**
6 **The Sarasota Classified/Teachers Association**
7

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

12 **Minimum Application Criteria**

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

- 15
16 1. Must have a Continuing or Professional Services Contract in Sarasota County
17 2. Must have taught for at least three (3) consecutive years in Sarasota County
18 3. Must have taught for a minimum of five (5) years
19 4. Must have satisfactory evaluation on previous teacher appraisal
20 5. Must not have received performance pay during the past three years
21

22 Any teacher who meets the criteria listed above may apply for performance pay by submitting the follow-
23 ing information to the Human Resources Department no later than August 15, 2003.

24
25 **Applicants must complete the checklist of activities attached and provide documentation of partici-**
26 **pation during the 2002-03 fiscal year (July 1, 2002 – June 30, 2003) for each item checked. It is the**
27 **responsibility of the applicant to provide documentation of every activity checked. There will be no**
28 **opportunity to resubmit documentation that is incomplete. All items are of equal weight.**
29

30 **Qualified applicants will be assigned a score based on the checklist and documentation presented.**
31 **Applicants will be listed in descending order based on that score. Applicants will be awarded per-**
32 **formance pay in descending order until the allocated funds have been expended. Ties will be bro-**
33 **ken at the cutoff based on the seniority of the applicant.**
34

35
36 **Documentation Review Committee**

37 A committee of three people appointed by the SCTA and three people appointed by the Superintendent
38 shall be established for the purpose of reviewing all applications, documentation and assessing the num-
39 ber of points assigned to each applicant's submission.

40
41 **Appeal Process**

42 Appeals will be limited to those who contest the scores assigned based on the provided documentation.
43 Appeals will be filed in writing on the form provided on or before September 20, 2003. The Documenta-
44 tion Review Committee will consider the appeal.
45

1 **Notification and Payment of Performance Pay**

2 All applicants will be notified of their numerical scores and whether or not they will receive a 5% sup-
3 plement no later than September 10, 2003. Payment for Performance Pay will be sent out not later than
4 the last pay period in October.
5

6 **Checklist of Items for Qualification/Participation**

7
8 (Check all that apply. All items are applicable for the fiscal year of July 1, 2002 – June 30,
9 2003)

10

- 11 meets the required ESOL training requirements
- 12 works at a Title I school or Oak Park
- 13 works at a school where the total FCAT learning gains (reading and mathematics) were 145% or above for
14 the applicable year
- 15 awarded teacher of the year at a Sarasota County school (for any year)
- 16 has National Board Certification
- 17 completes 30 hours or more of professional development (or equivalent college credit)
- 18 conducts professional development activity
- 19 responsible for one or more non-supplemented club or activity (i.e., school dance, science fair) at my
20 school
- 21 serves on one or more school committees (other than SAC or SDMT)
- 22 tutors at school site without compensation, outside duty hours
- 23 chairs a school committee
- 24 serves on the SAC or SDMT with attendance at 80% or more of the meetings
- 25 responsible for documenting and implementing AIP/IEP interventions for 10 or more students (elemen-
26 tary), 30 or more students (middle) or 40 or more students (high)
- 27 serves as case manager (including writing and implementing IEP/LEP Plan) for 25 or more ESE or LEP
28 students
- 29 holds membership in one or more professional education organizations
- 30 participates in district committee
- 31 submits one or more grant applications
- 32 participates in school fundraising activity after the duty day
- 33 serves as a trained Mentor teacher with at least one assigned beginning teacher for the school year
- 34 supervises an intern
- 35 serves on SCTA Board of Directors (i.e., Representative Council)

36
37

1 **APPENDIX K - MEMORANDA OF UNDERSTANDING**
2

3 The following is the proposed Memorandum covering the bonus payments to Advanced Placement classroom teach-
4 ers.
5
6

7
8 November 7, 2000
9

10 **Memorandum of Understanding**
11

12
13 With regard to the incentives provided by statute for those teachers teaching advanced placement (AP) courses, the
14 undersigned parties hereby agree to the following terms:
15

- 16 1. Teachers teaching AP classes on the day of the prior year's testing will be eligible to receive those incen-
17 tives specified below.
- 18 2. Each AP teacher will receive a cash bonus of \$50.00 for each student in his or her class who receives a
19 score of "3" or higher on the AP exam in the subject area taught by the AP teacher. The total bonus for
20 each AP teacher will not exceed \$2,000 per year.
- 21 3. Teachers will receive the applicable bonus in November of the following school year and must still be
22 employed by the School Board of Sarasota County based on the AP test results of the prior school year's
23 test results.
- 24 4. Should at some point in the future Sarasota County have a "D" or "F" rated high school, this Memorandum
25 will be modified to increase the bonus payments in compliance with those specific mandates.
26
- 27 5. This Memorandum will remain in full force and effect until such time as one of the following conditions
28 occurs: it is mutually altered by the parties, the State fails to specifically fund this incentive, or if the spe-
29 cific funding becomes unencumbered.
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