

**INSTRUCTIONAL  
BARGAINING UNIT  
COLLECTIVE BARGAINING  
AGREEMENT**

between the

**SARASOTA  
CLASSIFIED/TEACHERS  
ASSOCIATION**

and the

**SCHOOL BOARD  
of  
SARASOTA COUNTY, FL**



July 1, 2014-June 30, 2017  
2015-16 Revision



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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 not  
10 limited to Department Chairpersons, Grade Level Chairpersons, Guidance Counselors, Social Workers, Class-  
11 room Teachers, Visiting Teachers, Homebound Teachers, Librarians, Media Specialists, Psychologists, all In-  
12 structional Specialists, Summer School Teachers, Itinerant Personnel, Experts-in-Field, and Adult and Commu-  
13 nity Education Teachers. Instructional Bargaining Unit members' duties must constitute 50% or more of their  
14 time at the school level and/or instructional functions other than in administrative or supervisory positions as  
15 outlined in Florida Statutes.  
16

17 B. Exclusions

18  
19 The bargaining unit shall not include Board Members, Superintendent, Assistant Superintendents, Administrators,  
20 Principals, Executive Directors, Directors, Coordinators, Assistant Directors, Assistant Principals, Project Direc-  
21 tors, Supervisors, Program Directors (Vocational Technical), Managers, Managerial employees, Confidential em-  
22 ployees, Classified employees, Non-Instructional Staff, members of other bargaining units of the Board, all other  
23 employees whose position does not require certification, and any other employee paid on the Administrative/Su-  
24 pervisory Salary Schedule or Principal Salary Schedule and directly included in the administrative unit.  
25

26 **ARTICLE II - DEFINITIONS**

27		
28	ADDRESS	The address of a teacher provided by him/her to the Board.
29		
30	ADMINISTRATOR	An employee of the Board who is excluded from the bargaining units and who is paid on an Administrative Salary Schedule.
31		
32		
33	BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
34		
35	CAFETERIA PLAN	A Board approved negotiated benefit plan that includes multi- 36 ple options for the teacher.
37		
38	COLLABORATIVE PLANNING	Collaborative planning activities (with a focus on small groups, 39 departments, or grade levels) are teacher-driven and occur dur- 40 ing the school day, and involve grade level teams, departments, 41 academy teams, SLC teams, etc. These activities may include 42 but are not limited to: Grade level planning, including setting 43 grade level goals; reviewing individual student, class, depart- 44 ment, and/or building assessment results; reviewing district cur- 45 riculum; curriculum mapping and alignment activities; working 46 on lesson plans as a team; discussing effective instructional 47 strategies; smaller learning community planning; designing 48 grade or department assessments; peer coaching and mentoring; 49 integrating Instructional units; individual student interventions, 50 reviewing and interpreting data and developing related strate- 51 gies.
52		
53	COST CENTER	Each individual worksite for which the Sarasota County School 54 Board is responsible. 55



1	DOE	Florida State Department of Education.
2		
3	EMPLOYEE	A member of the Instructional Bargaining Unit who is appointed by the Board to work at a .6 FTE or greater capacity.
4		
5		
6	INDIVIDUAL PLANNING	Individual planning includes individual teacher activities that aid in the preparation and delivery of high quality instruction. These activities generally focus on lesson design preparation and assessment of individual students.
7		
8		
9		
10		
11	NORMAL SALARY	A teacher's salary upon which his or her daily rate of pay is calculated. It consists of a teacher's initial salary and skill-based supplements (which include performance, education, and inside teaching experience supplements and longevity). Activity supplements and need-based supplements are not considered part of a teacher's normal salary.
12		
13		
14		
15		
16		
17		
18	NORTH COUNTY	Any school or worksite located north of North Creek.
19		
20	PARTIES	Includes both the School Board of Sarasota County, Florida and Union (the Sarasota Classified/Teachers Association, SC/TA).
21		
22		
23	PDD	Professional Development Department.
24		
25	POSITION SUPPLEMENT	The following supplements that appear in Appendix A, Section 5 of this Agreement: School Psychologist, School Social Worker, Program Specialist.
26		
27		
28		
29	PRINCIPAL/DIRECTOR	The chief administrator of a school/cost center or his/her designee.
30		
31		
32	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.
33		
34		
35		
36		
37		
38	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.
39		
40		
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44		
45	SCHOOL IMPROVEMENT ACTIVITIES	School improvement activities (with a school-wide focus) occur before or after the duty day, and generally involve similar or even larger groups of professionals than collaborative planning groups. School improvement activities typically look beyond a team or department to the entire school. These activities may include but are not limited to: reviewing department, SLC, building assessment results; reviewing district curriculum; curriculum mapping, articulation, and alignment; smaller learning community planning; working on the school's strategic plan; a school wide book study; setting school-wide goals; tracking
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SENIORITY

trend data; reviewing and interpreting data and developing related strategies; and discussing effective instructional strategies.

Length of continuous service in the Instructional Bargaining Unit from the effective date of hire as a teacher. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service. If a teacher on a leave of absence does not work more than one day more than one half of the school year, that year will not count for seniority accrual. A teacher who transfers to the Classified Bargaining Unit and then returns to an Instructional Bargaining Unit position will have his/her former time in the Instructional Bargaining Unit apply for seniority purposes providing there was no break in service to the School Board of Sarasota County.

SENIOR REPRESENTATIVE

The representative as designated by the Union.

SOUTH COUNTY

Any school or worksite located south of North Creek.

SUPERINTENDENT

The Superintendent of Schools or his/her designee.

TEACHER

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

UNION

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

WORKDAY

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

WORK YEAR

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

If the School Board decides to increase the work year beyond 196 days, the Board will negotiate the proposed change and the compensation for such extension with the Union. There is no guarantee of extra duty days on the part of the Board. Such days are to be considered annually and be subject to the approval of the Superintendent of Schools.

Teachers who work in excess of 196 days shall continue to receive one annual leave 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

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

3  
4 B. Procedures

5  
6 The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a  
7 written contract with respect to agreements reached concerning the terms and conditions of the employment of  
8 the teachers.

9  
10 C. Agreement

- 11  
12 1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargain-  
13 ing agreement shall become binding only after it has been ratified by the bargaining unit and approved by the  
14 Board at a regularly scheduled meeting.  
15  
16 2. This Agreement constitutes the full and complete commitments between both parties and may be altered,  
17 changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in  
18 written and signed amendment to this Agreement.  
19  
20 3. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result  
21 of state or federal legislation, said provision shall be automatically modified by mutual agreement of the  
22 parties to the extent that it violates the law; but the remaining provisions shall remain in full force and effect  
23 for the duration of this Agreement, if not affected by the modified provision.  
24  
25 4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to  
26 or inconsistent with the terms of this Agreement.  
27  
28 5. An individual contract which is executed during the term of this Agreement between the Board and a teacher  
29 shall be made expressly subject to the terms of this Agreement. An individual contract which is executed  
30 during an interim period between this and subsequent agreements between the Board and a teacher shall  
31 contain a clause providing that after execution of this Agreement, said individual contract shall be brought  
32 into conformity with the terms of that Agreement.  
33

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

39  
40 D. Resolution of Impasse

41  
42 1. Mediation

43  
44 In the event that an impasse is reached by the parties during the course of negotiations, either party may direct  
45 a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was  
46 reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the  
47 Mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith nego-  
48 tiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dispute, either party may  
49 request a Mediator from PERC. The mediation stage may not be waived except by consent of both the Board  
50 and the Union.

51  
52 In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached,  
53 the impasse shall go to a Special Master.  
54

1 2. Special Master

2  
3 Use of a Special Master shall be in accordance with applicable law.

4  
5 3. Authorized Committee

6  
7 If the Union or the School Board rejects in whole or in part the recommended decision of the Special Master,  
8 the Chairman of the School Board in conjunction with the Union shall select and appoint a duly authorized  
9 committee of three neutral parties to hear the parties' positions and resolve the disputed issues. The three  
10 neutral parties shall be selected from a list supplied by and consistent with the procedures of the FMCS. Any  
11 financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union  
12 for final ratification.  
13

14  
15 **ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

16  
17 A. Employer Information

18  
19 1. The Board agrees to furnish to the Union, in response to reasonable request, all available information con-  
20 cerning the financial resources of the district, including but not limited to annual financial reports and audits,  
21 register of certified personnel, tentative budgetary requirements and allocations (including county alloca-  
22 tions, Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and member-  
23 ship data, names and addresses of all teachers, salaries paid thereto and educational background, and such  
24 other information as will assist the Union in developing and proposing intelligent, accurate, informed, and  
25 constructive programs on behalf of the teachers and their students together with information which may be  
26 necessary for the Union to process any grievance or complaint. If production of copies is required to provide  
27 such information, the Union will bear all reasonable expenses.  
28

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

30  
31 B. Payroll Deduction

32  
33 1. A member of the bargaining unit, and only such a member, may present written authorization to the Board  
34 to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effective until  
35 the earlier of the two occurrences:

36  
37 a. Loss of certification by the Union as the bargaining agent for the teachers covered by this contract.

38  
39 b. Thirty days after written notice of revocation of said authorization by the teacher to the Board and the  
40 Union.  
41

42 2. The Union shall reimburse the Board a fee of \$1.00 per member per year for the actual expense associated  
43 with payroll deduction for Union members on a yearly basis. The Board shall transmit to the Union any and  
44 all deductions within 15 days, except in the case of reasonable delays.  
45

46 3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within 15  
47 days whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision  
48 to take TIGER deductions. The Union, its officers, agents, and members will hold the Board and its agents  
49 harmless for the cost and results of any action which may be brought by any of its members, groups of  
50 members, or agencies of law with respect to the use of disposition of said funds after they have been trans-  
51 mitted to the Union.  
52

53 4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments  
54 levied or attempted to be levied upon its teachers by the Union, its officers, agents, or members.  
55

1 C. Union Meetings and Activities

- 2
- 3 1. Whenever possible, the Senior Representative or designee shall not be assigned non-teaching duties so as to
- 4 carry out those responsibilities associated with enforcing this Agreement.
- 5
- 6 2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release
- 7 time for attending contract negotiations.
- 8
- 9 3. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notifi-
- 10 cation (except in cases of emergency) to the Principal/supervisor by the Union representative.
- 11
- 12 4. The Senior Representative or designee shall be allowed to present the views of the organization at any faculty
- 13 meeting as a last agenda item. The Administration shall make every effort to forward to the Senior Repre-
- 14 sentative any and all agenda items relative to said faculty meeting. Unless an emergency exists no faculty
- 15 meeting shall be held without 48 hours notice.

16

17 D. Union Activities at Work Locations

- 18
- 19 1. Whenever possible the Union representative shall be allowed to conduct Union business throughout the work-
- 20 day other than during instructional time or teacher planning time unless otherwise agreed to by the parties.
- 21
- 22 2. Union representatives shall have access to any cost center for the purpose of enforcing this agreement con-
- 23 sistent with applicable Statutes.
- 24
- 25 3. The Union shall have access to internal mail distribution within buildings as provided by the Principal or
- 26 director of the respective cost center. Public address systems and other means of communication which are
- 27 available within the cost center may be utilized by the Union for purposes of announcements provided that
- 28 all announcements are first reviewed by the appropriate administrator.

29

30 E. Inter-School Mail

31

32 Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right

33 to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or

34 other bulky material. The Union will compensate the Board at a rate of \$500 per year or the actual cost, whichever

35 is higher, for the cost of providing this service.

36

37 F. Time for Union Representatives

- 38
- 39 1. Whenever possible, the Senior Representative or designee will be relieved from homeroom duties. The build-
- 40 ing administrator shall have the right to assign an alternate teacher or paraprofessional to the homeroom duty
- 41 without recourse to the grievance procedure.
- 42
- 43 2. The Board will release employees from duty at the SC/TA's request, providing such release does not ad-
- 44 versely affect the delivery of instructional services to students. The SC/TA may allocate those days at their
- 45 discretion. The SC/TA will reimburse the Board for all released days at the appropriate substitute's rate of
- 46 pay. These days may be used at the SC/TA's discretion.

47

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

49

50 G. E-Mail and Computer Access

- 51
- 52 1. The employer shall provide access to the Board's electronic mail delivery system to the Union as a means of
- 53 communications with the employees.

- 1 2. The employer agrees to provide access to a computer and the electronic mail delivery system for the senior  
2 Union representative at each worksite.
- 3
- 4 3. E-mail communications between employees and the Union and/or its building representatives involving Un-  
5 ion business will be considered a private communication not subject to Chapter 119, Florida Statutes.
- 6
- 7 4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified  
8 in a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee  
9 will not be read by an unintended party without providing such notification to the affected parties.
- 10
- 11 5. The Union will reimburse the district a sum of \$250 per year or the actual costs; whichever is higher.
- 12

#### 13 H. Bulletin Boards

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

#### 16 I. New Teacher Orientation

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

#### 18 J. Information from the Board

- 19 1. The Board shall provide on a regular basis to the Union, lists of vacancies and additions from the bargaining  
20 unit including Board minutes.
- 21
- 22 2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.
- 23
- 24
- 25
- 26
- 27
- 28

#### 29 K. Parking

30 Employee parking shall take precedence over student parking and shall be in an area as close to the school en-  
31 trance as possible.

#### 32 L. Right to Representation

- 33 1. No disciplinary action may result from a meeting between a teacher and his/her supervisor and/or other man-  
34 agement official unless the teacher is advised that such a meeting is for the purpose of discussing discipline  
35 or potential discipline, and the teacher is allowed Union representation if he/she so desires. If a request for  
36 representation is made, it shall be honored.
- 37
- 38 2. The Union has the right to be present at any meeting of the employer and teacher if that meeting is for the  
39 purpose of discussing teacher competency.
- 40
- 41 3. The Union retains the right to represent all teachers of the bargaining unit consistent with applicable Statutes.
- 42
- 43 4. The Board agrees to notify both the Union and the teacher of any meeting relative to 1 and 2 above at least  
44 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the  
45 time and date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes  
46 a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter  
47 1012. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours  
48 after the knowledge of the parties of such incident.
- 49
- 50
- 51
- 52

#### 53 M. Committee Appointments

1 When the Board or Administration establishes district-wide committees requiring the participation of Instruc-  
2 tional Bargaining Unit members, such members shall be chosen by the Union. Textbook committees are exempted  
3 from this provision.  
4

5 N. Exclusivity Clause  
6

7 Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings,  
8 distribute Union literature, and have access to the public address system, school grounds, and buildings for Union  
9 purposes.  
10

11 O. Subcontracting  
12

13 Work normally performed by bargaining unit members will not be subcontracted if the contracting out of such  
14 work jeopardizes, eliminates, or reduces the work force of the bargaining unit.  
15

16 P. Ratification Costs  
17

18 The parties agree to equally incur the cost of reproduction and dissemination of information associated with the  
19 ratification of a negotiated contract including but not limited to released time for election monitoring, transporting  
20 ballots and the mileage costs associated with that transport.  
21

22  
23 **ARTICLE V - TEACHER RIGHTS**  
24

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

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

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

42 C. No teacher shall have disciplinary action taken against him/her because of debt complaint, and the employer shall  
43 not assist the creditor in collecting the debt, unless required by applicable state and/or federal Statutes.  
44

45 D. Teacher participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure  
46 shall be brought to bear to require such participation.  
47

48 E. All School Board Rules and Policies shall be uniformly administered throughout the bargaining unit.  
49

50 F. Teachers shall not be subjected to personnel practices which are prohibited or in conflict with School Board Rules  
51 or policies.  
52

53 G.

- 1 1. Teachers shall not be required to attend any meetings after the normal workday other than normally scheduled  
2 faculty meetings, parent-teacher conference meetings, and open house.  
3
- 4 2. Teachers shall not be required to participate in any activities beyond the normal workday other than on a  
5 voluntary basis.  
6
- 7 H. Teachers shall not transport students except in accordance with School Board Rules.  
8
- 9 I. Except in emergency circumstances, administrators shall not discipline teachers in the presence of students, par-  
10 ents, other faculty, or staff members.  
11
- 12 J.
  - 13 1. The placement of written reprimands in the official personnel file shall be in accordance with Florida Statutes,  
14 Chapter 231.291. Any teacher who is recommended for suspension or termination during the period of con-  
15 tract shall be afforded due process in accordance with State Statutes.  
16
  - 17 2. If a suspension or termination is deemed necessary because of threat of harm or for the teacher's own safety  
18 or the safety of others, or for other good reason, he/she shall be suspended with pay until the grievance and  
19 arbitration process has been completed and a final decision has been rendered. The Board reserves the right  
20 to temporarily reassign teachers from their current work assignment during the pendency of the grievance  
21 and arbitration process.  
22
- 23 K. Teachers hereby retain and reserve all rights, duties, authority and responsibility conferred upon and vested in  
24 them by the Laws, Constitution of the State of Florida, and DOE Regulations.  
25
- 26 L. All teachers who participate at their own cost, and primarily on their own time in the production of tapes, publi-  
27 cations, or other produced educational material shall retain residual rights should they be copyrighted or sold by  
28 the Board.  
29
- 30 M. Any teacher holding a Continuing Contract or Professional Services Contract will be allowed to exchange his/her  
31 contract for an Annual Contract. Such moves will be irrevocable.  
32
- 33 N. Teachers with elementary school-aged children will be considered to be in a hardship position and will therefore  
34 be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school  
35 worksite.  
36
- 37 O. The Board agrees to require the fingerprinting of existing employees only as required by state Statute or law  
38 enforcement officials. In such cases, the Board will bear the cost of all such testing. This does not include the  
39 fingerprinting of new employees.  
40
- 41 P. The Board will make an official request that social security numbers of employees and former employees be  
42 maintained as confidential in accordance with Section 119.07(3)(x)2, Florida Statutes. The Board shall provide  
43 the SC/TA with a copy of the requests which are made to such agencies. The Board will also make requests to  
44 any additional agency which the SC/TA informs the Board may be in possession of employee social security  
45 numbers.  
46
- 47 Q. When a teacher is moved to another classroom location on the same campus he or she will be given one compen-  
48 satory day as compensation for the extra time required to pack his or her belongings and prepare for the move.  
49 The teacher will not be expected to move heavy articles. Teachers will be provided boxes for packing and may  
50 not be required to box textbooks or school supplies. In cases where a teacher is being asked to prepare for a move  
51 into or out of a newly constructed building or one undergoing extensive renovation, he or she will be provided  
52 with one additional duty day for such move.  
53
- 54 Teachers who are moved to a new cost center at the ten-day count will be afforded two work days without teaching  
55 duties to prepare their new classrooms following the move.



- 1 R. No less than 50% of the total time allocated by the school calendar prior to the first day of student attendance will  
2 be reserved for teacher-directed planning and/or classroom preparation activities.  
3  
4 S. Other than for district-sponsored health fairs or with consent of the school SDMT, vendors (including those for  
5 financial products) will not be permitted in teacher lounges, work rooms, mail rooms and/or copy rooms during  
6 the duty day.  
7

8  
9 **ARTICLE VI - MANAGEMENT RIGHTS**

- 10 A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion,  
11 providing such exercise is consistent with the express terms of this Agreement and in keeping with Federal and  
12 State Laws on all of the following matters:  
13  
14 1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of  
15 the Board and of the Sarasota County School System and the operations thereof  
16  
17 2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments  
18  
19 3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations  
20 of the State Board of Education and by State Law  
21  
22 4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary  
23 for the efficient operation and general improvement of the Board's school system and to subcontract such  
24 operations and services to the extent deemed practical and feasible to the Board  
25  
26 5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota County  
27 School System and to subcontract such operations and services to the extent deemed practical and feasible to  
28 the Board  
29  
30 6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education  
31 for all schools  
32  
33 7. to determine and re-determine job content  
34  
35 8. to decide the number, location, design, and maintenance of its schools, departments and facilities, supplies  
36 and equipment  
37  
38 9. to determine the qualifications of all teachers of the Board, to select, hire, lay off, assign, transfer, promote,  
39 demote, and direct all teachers of the Board consistent with this Agreement  
40  
41 10. to discharge and suspend any teachers of the Board and to take other disciplinary action against such teachers  
42 for cause and to relieve such teachers from duty because of lack of work or for other legitimate reasons  
43  
44 11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express  
45 provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of  
46 maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union  
47 and the teachers. Compliance therewith by the teacher shall thereafter be required unless and until rescinded  
48 or amended by the Board  
49  
50 12. to exercise other rights to manage the school system and the educational processes which are not recited in  
51 or expressly limited by this Agreement  
52  
53 B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are  
54 retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged,  
55

1 limited, or modified by the written terms of this Agreement.  
2

3 C. The Board has the sole, exclusive right to direct the managerial supervisory, administrative personnel, and any  
4 other person not covered by this Agreement to perform any task in connection with the operation of the school  
5 system, whether or not performed by the teachers within the bargaining unit.  
6

7 D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and  
8 vested in it by Laws and Constitution of the State of Florida.  
9

10 E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or po-  
11 tential danger to an entire school center, he may so notify the Union and permit the Union to meet with the  
12 Administration to discuss the problem.  
13

14 F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any teacher  
15 to submit to a physical or psychiatric examination or test to determine that teacher's fitness for employment. The  
16 cost of such examination or test required by the Board shall be paid by the Board. The teacher reserves the right  
17 to select the physician, psychiatrist, or psychologist from a group of three selected by the Board to conduct such  
18 tests. The teacher may also submit written results of other examinations or tests administered by a physician,  
19 psychologist, or psychiatrist of the teacher's choice, performed at the teacher's expense within 21 days after  
20 receiving notice from the Board that such exam or testing is required. The results of such examinations or tests  
21 shall be considered along with the results of required examinations or tests. A determination resulting from any  
22 such examination or test that the teacher is not fit to perform all of the material duties of his/her position shall be  
23 considered one of the grounds constituting just cause for the termination of that teacher's employment. If the  
24 Board requires any teacher to submit to any such examination or testing, the requirement must be presented to  
25 the teacher in writing, and the written requirements shall state the reason that the examination or test is being  
26 required. The failure or refusal of any teacher to submit to justifiable Board requests for testing may be considered  
27 one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted  
28 as a result of this Section F shall be confidential in nature and shall not be released except on those occasions as  
29 required by Florida Statutes.  
30

31 G. Emergency Situations  
32

33 1. The Board reserves the right to alter the previously-approved District Calendar in cases of emergency. During  
34 an emergency situation the Superintendent may choose to furlough certain groups of employees as necessi-  
35 tated by the circumstances. Any employee furloughed under this provision will receive full compensation for  
36 the day(s) in question.  
37

38 2. The Superintendent may also designate certain employee groups as "operationally essential" and require  
39 those so designated to work their normal work day. In cases where operationally essential employees work  
40 on a normally scheduled duty day, they will receive their normal daily rate of pay. If work occurs on a non-  
41 duty day, they will receive the appropriate rate of pay including any applicable overtime pay.  
42

43 3. The Superintendent (or designee) will consult with the President of the Union (or designee) prior to any such  
44 determination.  
45

46 H. Reasonable Suspicion Testing  
47

48 1. Should a teacher evidence signs that suggest significant impairment of their cognitive functions suggestive  
49 of active alcohol or drug intoxication, she or he may be required to undergo reasonable suspicion drug or  
50 alcohol testing. Such a determination may only be made if that teacher has been observed by a neutral, spe-  
51 cially trained observer, mutually agreed upon by the parties. For a teacher to be required to submit to reason-  
52 able suspicion testing, she or he must evidence one of the behavioral indicators in "a" below or any two of  
53 the behaviors in "a" or "b" below, as evidenced by the neutral observer:  
54

55 a. Odor of alcohol or marijuana on breath or person

1 Possession of alcohol, drugs, or drug paraphernalia on campus  
2 Reported unexplained fainting or lack of consciousness  
3

- 4 b. Obvious and unusually slurred speech  
5 Obvious and unusual lack of balance or substantially unsteady gait  
6 Apparent intoxicated behavior (without the odor of alcohol or marijuana)  
7 Inability to respond to simple questions or respond correctly  
8 Very large or small pupils  
9

- 10 2. Teachers thought to be under the influence of alcohol will receive a breath analyzer test (BAT) by a certified  
11 laboratory agreed to by the parties. Teachers thought to be under the influence of illegal drugs will be given  
12 a urine test, testing for specific substances agreed to by the parties. A split sample technique will be utilized  
13 in the case of any urine testing.  
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 the  
22 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 status,  
28 sexual orientation, national origin, religious and political belief or activity, or religious activities outside the  
29 school day and 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 DOE  
35 policies and regulations.  
36  
37 D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on  
38 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. Duty Day  
44

- 45 1. The teacher duty day will be 7.5 hours including a one-half hour duty free lunch. Employees paid on the  
46 School Psychologist/School Social Worker/Program Specialist Salary Schedule will work an eight (8) hour  
47 duty day with a one-half hour duty free lunch.  
48  
49 2. Individual teacher's beginning and ending times may vary due to the nature of the individual school or the  
50 individual program within the school.  
51  
52 3. Duty Free Lunch  
53

1 All teachers shall have a 30-minute uninterrupted duty-free lunch. During this period, teachers will have no  
2 supervisory or transport responsibilities for students.  
3

4 4. Planning Time  
5

6 Planning time will consist of blocks of time no less than 15 minutes and may include time outside the student  
7 day. Except as noted below, each teacher will have at least one continuous block of no less than 45 minutes  
8 per day of planning time during the student day. Meetings will not occur during a teacher's individual plan-  
9 ning time.  
10

11 The provisions for planning time apply only to teachers with classroom teaching responsibilities.  
12

- 13 a. All non-block high school teachers (except as provided in e, below) shall have at least 425 minutes of  
14 planning time a week, of which 55 per week may be reserved for collaborative planning time. All high  
15 school teachers will have at least one 55-minute planning period per day scheduled during the student  
16 day.  
17
- 18 b. All block high school teachers shall have at least 525 minutes per week of total planning time, of which  
19 90 minutes may be reserved for collaborative planning time. All block-scheduled high school teachers  
20 will have at least one 90-minute planning period per day scheduled during the student day.  
21
- 22 c. All middle school teachers shall have at least 425 minutes per week of total planning time, of which 55  
23 minutes may be reserved for collaborative planning. All middle school teachers will have at least one  
24 55-minute planning period per day scheduled during the student day.  
25
- 26 d. All elementary school teachers shall have at least 350 minutes per week of total planning time, of which  
27 55 minutes may be reserved for collaborative planning time. All elementary school teachers will have at  
28 least one 55-minute planning period per day scheduled during the student day except as provided below.  
29 For Special Area Teachers, the 55-minute planning period must occur within the instructional day (i.e.,  
30 defined as the time period beginning 15 minutes before and ending duty 15 minutes after the student  
31 day). Special area teacher instructional and duty time will not exceed that of the average core academic  
32 teacher's time at a given elementary school. During their collaborative planning sessions, elementary  
33 school teachers may be required to attend school-wide support team meetings when discussing students  
34 assigned to their class.  
35
- 36 e. All Suncoast Technical College teachers to include Career and Technical Education teachers at Suncoast  
37 Polytechnic High School, shall have at least 450 minutes per week of total planning time. A Career and  
38 Technical Education teacher may be assigned courses other than those defined as Career and Technical  
39 Education in the State Course Code Directory (CCD) such as Art, as long as those courses are part of a  
40 comprehensive sequence of courses that constitute a program area and enrollment in those courses are  
41 limited to students in the program. All planning time must occur during the teacher duty day. All other  
42 teachers assigned to Suncoast Polytechnical High School shall have planning time as detailed in Article  
43 IX, Section A, subsection 4 b (above).  
44
- 45 f. Attendance at team meetings, department meetings, small learning community meetings, school-wide  
46 support tem meetings, parent meetings, IAT, LEP, IEP, 504, AIP meetings, training activities or manda-  
47 tory meetings will not be part of a teacher's individual planning time unless agreed to by the affected  
48 teachers.  
49
- 50 g. Planning schedules may be altered during the FCAT testing window at the discretion of the Principal  
51 with the approval of the school's SDMT.  
52
- 53 h. Planning time schedules may be altered up to one day per week when the school bell schedule is altered  
54 due to participation in state-mandated character education programs. Such alterations will not alter the  
55 teacher's daily planning time by more than five minutes.

1 5. Teacher Duties  
2

3 All middle and high school teachers may be assigned other related duties during their collaborative planning  
4 time.  
5

6 B. Multi-Level Schools  
7

8 Each teacher will be afforded one of the planning schedules described in Paragraph 4, above. Which schedule is  
9 appropriate will be decided by the school's SDMT.  
10

11 C. School Improvement Activities  
12

13 Each teacher will have the opportunity to receive up to 3.25% of his or her normal yearly salary for working an  
14 additional thirty (30) hours per school year to support collaborative school improvement activities. In order for  
15 a school's or department's staff to receive this compensation, the site Shared Decision Making Team must develop  
16 a plan for school improvement activities following district guidelines. The SDMT will propose a schedule that  
17 will offer alternate dates and times for the training activities in question if possible. The content of the plan must  
18 focus on activities whose sole purpose is increasing student achievement and closing the achievement gap. All  
19 activities associated with the plan must occur outside the normal duty day. A school or department, through its  
20 plan, may mandate the participation of all teachers at the school if so desired by the Shared Decision Making  
21 Team. Once developed, the plan must be approved by the Associate Superintendent for Instructional Support  
22 Services and the Superintendent of Schools, prior to implementation.  
23

24 D. General Guidelines  
25

- 26 1. Teachers agree to meet the requests for assistance or conferences initiated by students or parents that require  
27 time outside the regularly prescribed duty day. Such meetings shall be arranged by the teacher at the earliest  
28 convenience of the parties involved.  
29
- 30 2. The regular duty day can be extended for as long as needed in emergencies, which threaten the health or  
31 safety of students.  
32
- 33 3. All teachers shall be provided planning time as outlined in Section A of this article.  
34
- 35 4. Reasonable effort will be made to build middle and high school master schedules with no more than three  
36 course preparations. This provision will not apply to teachers assigned to the Sarasota Virtual School pro-  
37 gram. A teacher's participation in activities associated with a state-mandated character education program  
38 is exempt from this provision. Teachers will not be expected to create lesson plans for these activities.  
39
- 40 5. Cost centers will be provided with IEP substitute days to be determined as follows: the number of total  
41 students with disabilities (SWD) divided by 8 equals the total number of substitute days allocated to the cost  
42 center for the IEP development process. These days or a portion thereof will be allocated to individual  
43 teachers based on their number of SWDs. The calculation of student FTEs will be based upon the second  
44 yearly FTE count reported to the State of Florida. Partial days may be taken at the discretion of the teacher  
45 with the approval of his or her principal. This section is subject to yearly re-openers due to unexpected  
46 changes in funding.  
47

48 E. Faculty Meetings  
49

50 Attendance at faculty meetings may be required by the Principal provided:  
51

- 52 1. Two days advance notice is given,  
53  
54 2. There is a prepared agenda,  
55

- 1 3. The meeting is directed to substantially all faculty members present, and
- 2
- 3 4. The subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda.
- 4
- 5 5. Faculty meetings will be held no more than once a month, except as provided in sub-paragraph 6 below.
- 6
- 7 6. Additional faculty meetings may be used to provide the staff with training that may be required by the Su-
- 8 perintendent or which is approved by the school's SDMT.
- 9
- 10 7. There will be no in-service training at faculty meetings unless agreed to by the SDMT in advance or that may
- 11 be required by the district and which is addressed to teachers' district-wide of similar grade levels.
- 12

13 F. Part-Time Teachers

- 14
- 15 1. All teaching units will be either full-time or .6 FTE. Other than in the case of Adult and Community Education
- 16 teachers, no fractional units other than .6 FTE will be permitted.
- 17
- 18 2. .6 FTE teachers will work a normal work day of three periods of instruction.
- 19
- 20 3. Each one period of instruction will be the equivalent of one clock hour which will be equated to .2 FTE per
- 21 hour.
- 22
- 23 4. Teachers instructing for two periods of a block schedule (e.g., high schools) will be considered to be .6 FTE
- 24 employees.
- 25
- 26 5. For teachers in the Adult and Community Education program only, .6 FTE teachers will work 18 hours per
- 27 normal work week.
- 28
- 29 6. All .6 FTE teachers will receive benefits in a manner consistent with other appointed instructional employees.
- 30

31  
32 **ARTICLE X - PROFESSIONAL DEVELOPMENT CENTER**

33  
34 A. Function/Purpose

- 35
- 36 1. A Professional Development Department, which is established by the Board, shall operate in accordance with
- 37 Florida Statutes. The purpose of the Professional Development System is to promote the professional growth
- 38 of instructional personnel by linking and aligning in-service activities with student and instructional person-
- 39 nel needs as determined by school improvement plans, annual school reports, student achievement data, per-
- 40 formance appraisal data of teachers, and teacher input.
- 41

42 B. The School Board shall require each instructional employee to establish and maintain an individual professional

43 development plan. The plan shall include the following components:

- 44
- 45 1. be related to specific performance data for the students to whom the teacher is assigned,
- 46
- 47 2. define the in-service objectives and specific measurable improvements expected in student performance as a
- 48 result of the in-service activity, and
- 49
- 50 3. include an evaluation component that determines the effectiveness of the professional development plan.
- 51

52 C. Professional Development Activities

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

54

55

- 1 1. Voluntary in-service training shall be based upon and developed from needs as determined by school im-  
2 provement plans, annual school reports, student achievement data, performance appraisal data of teachers,  
3 and teacher input.
- 4
- 5 2. When the Board or Administration determines that involuntary in-service training is necessary, the following  
6 criteria shall be employed:  
7
  - 8 a. A training component including the purposes, type of participants, length of training, type and nature of  
9 credit (if any) being offered, specific objectives, and evaluation procedures which shall include pre- and  
10 post-assessments shall be developed for in-service education. Participants meeting criteria for mastery  
11 on the pre-assessment shall be excused from the mandated training.
  - 12 b. When possible, at least one alternative training time may be made available for participants.
  - 13 c. Mandated in-service training will occur only during the normal teacher duty day unless the activity was  
14 stipulated as a specific condition of employment prior to the teacher's annual contract.
  - 15 d. In-service professional improvement activities may be scheduled on professional duty days; however,  
16 the Principal and Administration shall reserve one-half day for records keeping by teachers on those  
17 professional duty days scheduled at the end of grade reporting periods. Other activities may be scheduled  
18 for those teachers who indicate they do not need the one-half day for records keeping.
- 19
- 20 3. Substitutes may be provided, as available, for classroom teachers attending approved professional develop-  
21 ment activities during days in which school is in session.
- 22
- 23 4. Teachers will receive expenses and per diem reimbursement for all required out-of-county approved profes-  
24 sional development activities. Teachers attending approved but not required out-of-county professional im-  
25 provement activities, will also receive expenses and per diem unless otherwise agreed to by the teacher, in  
26 advance.
- 27
- 28 5. In-service points may be translated into credit on the salary schedule under guidelines recommended by the  
29 Superintendent and approved by the Board in accordance with the law. If credit is so approved, the type and  
30 nature of credit offered shall be determined in advance.
- 31
- 32 6. In-service activities will focus on, but not be limited to, subject content and teaching methods, including  
33 technology, as related to the Sunshine State Standards, assessment and data analysis, classroom management  
34 and school safety. In-service activities will also be based upon staff input.
- 35
- 36 7. Teachers who have been evaluated as less than satisfactory may be required to participate in specific profes-  
37 sional development programs as part of a Performance Improvement Plan.

38  
39  
40  
41  
42 D. Supervision of Student Teachers and Interns:

43  
44 Supervision by a teacher of a student teacher or an intern shall be voluntary. A cooperating teacher shall not be  
45 given additional assignments outside of his/her regular responsibilities during the period he/she is supervising a  
46 student teacher or intern, nor shall regular evaluation of a cooperating teacher's competency occur during the  
47 period of class responsibility and control by the student teacher or the intern.

48  
49  
50 **ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF**

51  
52 The following contract language will be subject to re-openers and review within one year from its full implementation  
53 upon request by either party. The parties agree changes may occasionally be necessary to this Article as more infor-  
54 mation and experience becomes available. As such, the parties have the right to alter the Article by mutual consent

1 during the term of this Agreement. Any such changes will be immediately communicated to the members of the  
2 bargaining unit and will be added to the next ratification package for the approval of the parties.  
3

4 Teacher Evaluation System (TES) will be made up of two components; the score on the Professional Rubrics Investing  
5 and Developing Educator Excellence (PRIDE) and the score on the State of Florida's value added tables of student  
6 learning growth or other student learning growth data approved by the State and specified below. The percentage of  
7 which each will contribute to a teacher's total evaluation is specified below. Each teacher will receive an **overall**  
8 **rating** of Highly Effective, Effective, Needs Improvement (referred to as Developing in the case of teachers in their  
9 first three years of employment), or Unsatisfactory based upon the total number of points accrued on the two measures.  
10

#### 11 Definitions

12  
13 State Assessments: Any standardized state approved assessment for a given subject.

14 District Assessments: A standardized district created and/or approved assessment for a given subject across the  
15 district in a given subject area.

16  
17 Value Added Models: Formulas developed by the state and/or district to measure student-learning growth.

18  
19 Learning Targets: Locally agreed upon goal for measurement of student progress.

20  
21 Three Years of Data: Current year plus two immediately preceding years.

22  
23 TES: Teacher Evaluation System, the term for the overall evaluation of a Sarasota teacher.

24  
25 PRIDE: Professional Rubrics Investing and Developing Teacher Excellence, the observation portion of a  
26 teacher's TES evaluation which is based on multiple observations undertaken by the teacher's supervisor.

27  
28 Unsatisfactory Performance: Two consecutive Unsatisfactory annual TES evaluations, two Unsatisfactory annual  
29 TES evaluations within a three year period, or three consecutive annual TES evaluations of Needs Improvement  
30 or a combination of Needs Improvement and Unsatisfactory.

31  
32 Performance Improvement Process (PIP): A process afforded to Category 2 and 3 teachers to support perfor-  
33 mance concerns as identified in TES. The PIP process must be in place a minimum of four months.

34  
35 Internal Assistance Plan (IAP): A school-based process afforded to Category 1 and 2 teachers to support perfor-  
36 mance concerns.

37  
38 90-Day Performance Probation: The statutory 90-day process initiated after notification of unsatisfactory perfor-  
39 mance for which unsuccessful completion could lead to termination of a professional services or continuing con-  
40 tract for the criteria noted above. During this 90-day period the district will continue to offer assistance to the  
41 teacher in the form of a Performance Improvement Plan (PIP).  
42

#### 43 General Rules

44  
45 1. When a teacher's data source is other than state assessments for the specific students taught by the teacher in  
46 the tested subject area, effort will be made to associate the teacher's actual students' test results to their  
47 evaluation to the greatest extent possible.

48  
49 2. State assessments will be substituted for district assessments or learning targets as they become available.  
50 District assessments will be substituted for learning targets once a district-wide assessment is available.

51  
52 3. The parties agree to proportion the effects of the PRIDE rubric and the value added measure in such a manner  
53 that makes it impossible for someone scoring an Effective or Highly Effective in one measure to be scored  
54 as Unsatisfactory on the total evaluation measure.  
55



- 1 4. No transfer or layoff will be made solely on the basis of student learning gain data until all appropriate subject  
2 area assessments have been implemented.
- 3
- 4 5. Any teacher placed on the 90-day performance probation described herein which could lead to his or her non-  
5 renewal or termination may request the superintendent or his or her designee to review his or her class list  
6 for the coming year for equity of the teaching assignment.
- 7
- 8 6. Teachers currently on a PIP will follow the process described herein.
- 9
- 10 7. While an assistant principal may conduct additional observations of a teacher on an IAP or PIP, the principal  
11 will complete the formal observations prior to each IAP or PIP meeting and will evaluate any teacher on an  
12 IAP or PIP including any teacher who has refused assistance through an IAP or PIP process.
- 13
- 14 8. The PRIDE portion of the evaluation(s) will be completed at least two weeks prior to the last day of student  
15 attendance.

16  
17 A. Sarasota County Induction Program (SCIP)

- 18 1. All first year Category 1 teachers or teachers possessing a probationary contract will be assigned a SCIP  
19 Mentor and complete the full year SCIP.
- 20
- 21 2. Re-hired Sarasota teachers who have more than five years of service with the School Board of Sarasota  
22 County and who have worked for the district within the past three years may be exempt from requirements  
23 of the SCIP program.
- 24
- 25 3. Any teacher who changes school, grade level or content area in the second year of employment may be  
26 designated as a Year 2 SCIP (Y2 SCIP), and be afforded a SCIP Mentor for the half year SCIP.
- 27
- 28

29 B. Teacher Evaluation System (TES)

30 All teachers will be evaluated with the TES, described herein. All the appropriate observation and evaluation  
31 forms appear in Appendix D of this Agreement.

32 1. Category 1 Teachers, First Year Teachers

33 Non-renewal of any probationary contract teachers due to competency concerns will be governed by the  
34 following procedures:

- 35 a. All probationary contract teachers will be considered to be in Category 1 of the TES.
- 36
- 37 b. Prior to the first PRIDE observation, the teacher shall be familiarized with TES.
- 38
- 39 c. Category 1 teachers will be evaluated based on multiple observations of varying lengths throughout the  
40 school year including at least one full class period or a complete lesson. As a follow up to these obser-  
41 vations, a face-to-face conference will take place each semester (twice yearly.) The conference will  
42 provide feedback as to the status of each PRIDE competency.
- 43
- 44 d. The approved observation and evaluation form(s) for Category 1 teachers will be in Appendix D.
- 45
- 46 e. With the exception of those teachers terminated during their probationary contracts, all Category 1 teach-  
47 ers must be evaluated twice yearly.
- 48
- 49 f. During the first 20 work days from a teacher's hire date, excluding pre-service days or holidays, the  
50 administrator will observe the teacher using the PRIDE Observation (Short Form).
- 51
- 52
- 53
- 54
- 55

- 1 g. If performance concerns exist following the PRIDE Observation (Short Form), the administrator will
- 2 use the FPMS Summative Observation or an additional PRIDE observation to determine if action is
- 3 warranted.
- 4
- 5 h. During the probationary contract year, the employee may be dismissed without cause or may resign from
- 6 the contractual position without breach of contract.
- 7
- 8 i. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed
- 9 during the probationary contract year, assistance will be provided to that teacher via an Internal Assis-
- 10 tance Plan (IAP) prior to such a determination.
- 11

12 The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The

13 Union will receive a copy of the notification letter with an invitation to participate and represent the

14 teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP

15 notification letter. The principal will share concerns and determine school-based staff to provide support

16 for the teacher. This process will continue until such time as a final determination is made but no less

17 than four weeks from the inception of the IAP process.

- 18
- 19 j. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the
- 20 IAP or terminated during the probationary year.
- 21
- 22 k. Outcome of the PRIDE Final Evaluation
- 23
- 24 (1) A Category 1 teacher who received assistance through an IAP and receives an Unsatisfactory or a
- 25 Developing will be non-renewed.
- 26
- 27 (2) A Category 1 teacher who receives an Effective or Highly Effective score on PRIDE will become a
- 28 Category 2 teacher.
- 29
- 30 l. Other than for procedural error, the evaluation or non-renewal of a Category 1 teacher for competency
- 31 is not subject to the grievance and arbitration process.
- 32

## 33 2. Category 2, Annual Contract (AC) Teachers

34 Non-renewal of any annual contract teacher due to competency concerns will be governed by the following

35 procedures:

- 36
- 37
- 38 a. All annual contract teachers will be considered to be in Category 2 of the TES.
- 39
- 40 b. Prior to the PRIDE observation, the teacher shall be familiarized with the TES.
- 41
- 42 c. Category 2 teachers will be evaluated annually based on multiple observations of varying length through-
- 43 out the school year including at least one full class period or a complete lesson. As a follow up to these
- 44 observations, a face-to-face conference will take place each semester (twice yearly). The conference
- 45 will provide feedback as to the status of each PRIDE competency.
- 46
- 47 d. If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If
- 48 performance concerns exist following the PRIDE Observation (Short Form), the administrator will use
- 49 the FPMS Summative Observation or an additional PRIDE observation to determine if action is war-
- 50 ranted.
- 51
- 52 e. If an administrator has documented performance concerns regarding a Category 2 teacher, that teacher
- 53 will be afforded assistance through the IAP/PIP process for a minimum of four months prior to the
- 54 PRIDE portion of the TES.
- 55

- 1 f. A Category 2 teacher will not receive a score of Developing/Needs Improvement on the PRIDE portion  
2 of the TES, without previously being on an IAP/PIP.  
3
- 4 g. A Category 2 teacher will not receive a score of Unsatisfactory on the PRIDE portion of the TES without  
5 previously being on a PIP.  
6
- 7 h. Criteria for initiating an Internal Assistance Plan (IAP)  
8 (1) A PRIDE Rubric Checklist score indicating the possibility of a Developing/Needs Improvement on  
9 the PRIDE portion of the TES.  
10
- 11 i. Criteria for initiating a Performance Improvement Plan (PIP)  
12  
13 (1) A PRIDE Rubric Checklist score indicating the possibility of a “U” on the PRIDE portion of the  
14 TES  
15  
16 (2) First TES Developing/Needs Improvement  
17  
18 (3) First TES Unsatisfactory  
19
- 20 j. Outcome of the TES Evaluations  
21  
22 (1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract  
23 renewed.  
24  
25 (2) A teacher receiving a first TES evaluation of Developing/Needs Improvement score will have his  
26 or her contract renewed and will be offered assistance through a PIP.  
27  
28 (3) A teacher receiving a second TES evaluation of Developing/Needs Improvement will have his or  
29 her contract renewed and will continue on a PIP.  
30  
31 (4) A teacher receiving a first TES evaluation of Unsatisfactory will have his or her contract renewed  
32 and will be offered assistance through a PIP.  
33  
34 (5) A teacher on an IAP or PIP receiving a TES of effective or highly effective will no longer receive  
35 assistance.  
36  
37 (6) A Category 2 teacher who receives two consecutive Unsatisfactory annual TES evaluations, two  
38 Unsatisfactory annual TES evaluations within a three year period, or three consecutive annual TES  
39 evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory may  
40 not be renewed.  
41
- 42 k. Other than for procedural error, the evaluation or non-renewal of a Category 2 teacher for competency  
43 is not subject to the grievance and arbitration process.  
44

45 3. Category 3, PSC and CC Teachers  
46

- 47 a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be  
48 a Category 3 teacher.  
49
- 50 b. Prior to the PRIDE observation, the teacher shall be familiarized with the TES.  
51
- 52 c. Category 3 teachers will be evaluated annually based on multiple observations of varying length through-  
53 out the school year including at least one full class period or a complete lesson. As follow up to these  
54 observations, a face-to-face conference will take place each semester (twice yearly). The conference  
55 will provide feedback as to the status of each PRIDE competency.

- 1 d. If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If  
2 performance concerns exist following the PRIDE Observation (Short Form), the administrator will use  
3 the FPMS Summative Observation or an additional PRIDE observation to determine if action is war-  
4 ranted.  
5
- 6 e. If an administrator has documented performance concerns regarding a Category 3 teacher, the teacher  
7 will be afforded assistance through the PIP process for a minimum of four months prior to the PRIDE  
8 portion of the TES.  
9
- 10 f. A Category 3 teacher will not receive a score of Needs Improvement on the PRIDE portion of TES  
11 without receiving a minimum of four months on assistance through a PIP.  
12
- 13 g. A Category 3 teacher will not receive a score of Unsatisfactory on the PRIDE portion of TES without  
14 previously receiving a minimum of four months of assistance through a PIP and receiving a TES Needs  
15 Improvement.  
16
- 17 h. Criteria for initiating a Performance Improvement Plan (PIP)  
18
- 19 (1) A PRIDE Rubric Checklist score indicating the possibility of a Needs Improvement on the PRIDE  
20 portion of the TES.  
21
- 22 (2) TES Needs Improvement  
23
- 24 The teacher will have the opportunity to provide input into the interventions specified in his or her PIP.  
25 A teacher's decision to refuse a PIP may not be rescinded until the following school year. A teacher  
26 refusing a PIP waives the time and notification requirement provided herein.  
27
- 28 i. Outcome of TES Evaluation  
29
- 30 (1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract  
31 renewed.  
32
- 33 (2) A teacher receiving a first TES evaluation of Needs Improvement score on the TES will have his or  
34 her contract renewed and a PIP is initiated.  
35
- 36 (3) A teacher receiving a second TES evaluation of Needs Improvement will have his or her contract  
37 renewed and continue on a PIP. Should the teacher receive a Needs Improvement or Unsatisfactory  
38 on the PRIDE rubric at the mid-year conference of the following school year, a 90-day performance  
39 probation shall be initiated.  
40
- 41 (4) A teacher receiving a first TES evaluation of Unsatisfactory will have his or her contract renewed  
42 and continue on a PIP. Should the teacher receive a Needs Improvement or Unsatisfactory on the  
43 PRIDE rubric at the mid-year conference of the following school year, a 90-day performance pro-  
44 bation shall be initiated.  
45
- 46 (5) A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory,  
47 Needs Improvement, Effective or Highly Effective score on the PRIDE will have his or her contract  
48 held in abeyance until the student growth portion is completed and the TES final evaluation is de-  
49 termined.  
50
- 51 (6) A teacher receiving a second "U", a third "NI", or a combination of "NI" and "U" on the TES within  
52 a three year period may be terminated.  
53

- 1 j. An employee notified of unsatisfactory performance may request an opportunity to be considered for a  
2 transfer to another appropriate position, with a different supervising administrator, for the subsequent  
3 year of employment.  
4  
5 k. Any proposed termination due to failure to successfully complete a Performance Probation process will  
6 be subject to the grievance and arbitration process as defined in Article XXIII of this Agreement or a  
7 hearing held by the Department of Administrative Hearing (DOAH).  
8  
9 l. Other than for procedural error, the initial evaluation of a Category 3 teacher is not subject to the grievance  
10 and arbitration process. All other procedures outlined in this section are subject to the grievance  
11 and arbitration process, as described elsewhere in the Agreement.  
12

13 C. Value Added/Student Learning Gain Data

14 Methodology:

15 The percentage and composition of the student data component derived from the value added formula for each  
16 teacher's evaluation is expressed below:  
17

18 **1. Classroom teacher, who has either 10 or more students or 30% or greater of his/her students take state  
19 or district-identified assessment in subject area taught by teacher**

20 The teacher's evaluation will be based 67% on PRIDE, 33% of the gains of students assigned to the teacher  
21 on a district-identified or statewide assessment when available in the teacher's subject area.  
22

23 If not using a statewide assessment, the measure to be employed at each grade level and subject area must be  
24 agreed to by the parties.  
25

26 **2. Classroom teacher, other than a teacher included in Paragraph 1, who has 30% or more of students  
27 taking a state or district identified assessment but in another subject area other than that taught by  
28 teacher**

29 The teacher's evaluation will be based 67% on PRIDE, 33% on the gains of students assigned to the teacher  
30 on a district identified or statewide assessment when available. If not using a statewide assessment, the  
31 measure to be employed at each grade level and subject area must be agreed to by the parties.  
32

33 **3. All other classroom teachers not included in Paragraph 1 or 2**

34 The teacher's evaluation will be based 67% on PRIDE, 33% on student gains on a set of measurable learning  
35 targets, until such time that a district-wide test is available, agreed to in advance between the parties. A list  
36 of acceptable measureable learning targets to be employed at each grade level and subject area must be agreed  
37 to by the parties.  
38

39 **4. Non-classroom teacher, serving students at one or two specific school(s)**

40 The teacher's evaluation will be based 67% on PRIDE and 33% on the student growth scores for those stu-  
41 dents attending the specific schools to which the non-classroom teacher is assigned.  
42

43 **5. All other non-classroom teachers**

44 The teacher's evaluation will be based 67% on PRIDE and 33% on the student growth scores for the students  
45 in the district as a whole.  
46

47 D. Evaluation Responsibilities  
48  
49  
50  
51  
52  
53  
54  
55

1 The principal may assign responsibility of evaluating selected teachers to his/her assistant principal(s) except  
2 during the PIP process.  
3

4 E. Copies of the Evaluation Report  
5

6 If the teacher declines to sign a completed TES evaluation form, he/she shall, within ten days, provide a rebuttal  
7 to be attached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete  
8 evaluation form. A teacher's signature on the form merely acknowledges receipt of the document and not neces-  
9 sarily agreement with its content.  
10

11 F. Meetings  
12

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

18  
19 **ARTICLE XII - TEACHER CONTRACTS**  
20

21 A. Category 1 Teachers, Probationary Contracts (PC)  
22

- 23 1. All newly hired or re-hired former teachers will be placed on a probationary contract for a period of one full  
24 school year from their effective date of hire. Teachers may not be offered a subsequent probationary contract  
25 unless he or she had a break in service.  
26  
27 2. Upon successful completion of those procedures outline in Article XI, above, the teachers will be afforded  
28 an annual contract (AC).  
29

30 B. Category 2 Teachers, Annual Contracts (AC)  
31

- 32 1. Annual Contract (Category 2) teachers experiencing performance difficulties will be provided assistance as  
33 specified in Article XI, above. Contract renewal will be contingent on those procedures outlined in Article  
34 XI, above.  
35  
36 2. Other than for procedural error, the evaluation or non-renewal of a Category 1 or 2 teacher for competency  
37 is not subject to the grievance and arbitration process.  
38  
39 3. All annual contract teachers who are listed as out-of-field due to lacking a required endorsement will be  
40 offered a contingent rollover contract contingent upon providing evidence of successful completion of:  
41  
42 a. If placed before or during the first semester, six (6) semester hours or its equivalent, in the out-of-field  
43 area by June 30<sup>th</sup> of the current contract year.  
44  
45 b. If placed during the second semester, six (6) semester hours or its equivalent, in the out-of-field area  
46 within twelve (12) months of placement.  
47  
48 c. Beginning with the second AC (including partial year ACs) and all subsequent years, six (6) semester  
49 hours or its equivalent, in the out-of-field area during each contract year (July 1 – June 30). Hours earned  
50 under subparagraphs (a) & (b) above may be used to satisfy this provision.  
51

52 Any teacher who fails to provide proof of the requirements listed above will not have their annual contract  
53 renewed.  
54

1 C. Category 3, Continuing Contract (CC)

- 2  
3 1. Any teacher who has Continuing Contract status prior to July 1, 1984, shall be entitled to retain such contract  
4 and all rights arising therefore, unless the teacher voluntarily relinquishes his/her Continuing Contract.  
5  
6 2. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contract  
7 for a professional service contract in the same district.  
8

9 D. Category 3, Professional Service Contract (PSC)

- 10  
11 1. Any teacher possessing a PSC prior to July 1, 2011 shall be entitled to retain such contract and all rights  
12 arising there from unless the teacher voluntarily relinquishes his or her PSC.  
13  
14 2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties  
15 in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida  
16 Statutes, Section 1012.34, will be afforded a 90-day performance probation process as detailed in Article XI,  
17 Section C, prior to any determination of just cause.  
18

19 E. Contract Conversion

- 20  
21 1. Any teacher holding either a PSC or CC may relinquish his or her contract for an annual contract. Such  
22 election shall be permanent and may not be rescinded at a later date.  
23

24 F. Expert-in-Field

25  
26 An individual who is a Board appointed employee and who, pursuant to Florida Statutes, is approved by the Board  
27 under the category of "Expert-in-Field" will be compensated using the Bachelors lane on the Teacher's Salary  
28 Schedule.  
29

30 G. JROTC Contracts

31  
32 JROTC instructor contracts will be written as 10-month Instructional contracts but will include a provision to  
33 address summer JROTC programs. For the compensation levels addressed in Appendix A, Implementation Num-  
34 ber 4, each JROTC program will be required to support and maintain a viable, high quality JROTC program (a  
35 minimum Unit rating of Satisfactory) as defined by the parent Service. As a minimum, each program will include  
36 the number of events required by the parent Service to achieve a "Satisfactory" rating as reported via applicable  
37 unit reports (UNITREP). A list of minimum number of events, by category, shall be developed and signed by the  
38 Principal and the senior ROTC staff member at the beginning of each school year.  
39

40 H. STC Staff

- 41  
42 1. All members of the Instructional Bargaining Unit assigned to the Suncoast Technical College (STC) will  
43 hold either 10-month, 11-month, or 12-month contract status. STC employees moving to another worksite or  
44 those affected by a legitimate change in the needs of the program will revert to 10-month contract status  
45 unless their new position requires a longer contract period. Specifically, STC Instructional employees will  
46 not possess a property right to another program of shorter duration within STC.  
47  
48 2. In cases, which there are more than one length of contract to be offered within a given program, the most  
49 senior teacher will be offered the longest contract first. Seniority will determine contracts offered, beginning  
50 with the longest contract, until all of the contracts are offered within that department.  
51

52 I. ESOL

1 All newly hired teachers (those hired and appointed after June 30, 2004) must meet the ESOL training require-  
2 ments described in State Board Rule 6A-6.0907 and the 1990 META/DOE Consent Decree within specified time-  
3 lines. The Board will offer the required ESOL course work to its employees via on-line courses. For those posi-  
4 tions requiring a formal ESOL certification and/or endorsement the Board will reimburse teachers for taking the  
5 ESOL certification exam and will assume the costs of adding the ESOL certification or endorsement to a teacher's  
6 existing teaching certificate. Additionally, for currently assigned teachers (those hired on or before June 30, 2004)  
7 in those positions requiring a formal ESOL certification and/or endorsement the Board will reimburse teachers  
8 for taking the ESOL certification exam and will assume the costs of adding the ESOL certification or endorsement  
9 to a teacher's existing teaching certificate through the 2004-2005 school year. The Board will remind teachers of  
10 this requirement on a yearly basis on the district's Annual Teachers Contract.

11  
12 J. Out-of-Field Teachers

13  
14 The Board will either offer required course work, will reimburse for courses taken at an accredited institution of  
15 higher learning, or will assume the cost of any relevant subject area certification/endorsement examination all of  
16 which must fulfill the appropriate certification and/or endorsement requirements for out-of-field teachers. It will  
17 be at the Board's discretion for which of the above options it provides reimbursement. Any such reimbursement  
18 must be approved in advance. The provisions of this section will not apply to teachers seeking alternative certifi-  
19 cation.

20  
21 K. Certification

22  
23 Teachers will hold the appropriate certification for all classes taught unless approved for out-of-field by Human  
24 Resources and agreed to by the teacher. Teachers may elect to drop a certification they presently hold. However,  
25 if that certification is within a subject area required for what they are currently teaching, they may only drop that  
26 certification following the completion of that school year. In such cases the teacher must notify the Human  
27 Resources Department and their cost center head by March 1<sup>st</sup> of that year. Teachers who notify the district of  
28 their intent to drop a certification in a subject area they are currently teaching may not elect to use that certification  
29 area for a period of one school year. However, if the subject areas is not dropped by the start of summer school,  
30 the district may place the teacher in that certification area for the coming school year.

31  
32 L. Minimum Certification Requirements

- 33  
34 1. ESE: The district will apply the core subject requirement mandated by the State of Florida for ESE classroom  
35 teachers to those teachers holding the position of behavior specialist or ESE Liaison. The district may apply  
36 additional core areas at their discretion which are not mandated by the State. In the case of a behavior spe-  
37 cialist or ESE Liaison that works in mixed elementary/secondary settings, a core subject as defined by the  
38 district in either area will suffice.
- 39  
40 2. Elementary and Middle Grades PE: PE certification for elementary or middle grades PE classes is required.  
41 This requirement will not apply to PE aides working under the direction of a PE teacher.
- 42  
43 3. Dance: Dance K-12 certification is required for teachers of Dance classes at all levels.
- 44  
45 4. Introduction to Computers, Elementary and Middle Grades: Elementary Education certification (PreK-Pri-  
46 mary or Elementary Education K-6) is required for teachers of elementary level Introduction to Computers  
47 Tech Education courses. Teachers of middle grade level courses will possess either Tech Education, Busi-  
48 ness Education or Computer Science certification.
- 49  
50 5. These modifications to the requirements specified under the Course Code Directory will continue in effect  
51 until such time modified by the parties.
- 52  
53  
54  
55



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

2  
3  
4 A. Voluntary Lateral Transfers

- 5 1. Lateral transfers of Instructional staff will not be allowed within the time period of from two weeks prior to  
6 the first day of school attendance for students until the end of the current school year, unless mutually agreed  
7 to by the parties. All position vacancies will be publicly posted at the Personnel Office and at each worksite  
8 countywide. In addition, all position vacancies will be listed on the Job Hotline (927-4010) and on the dist-  
9 rict’s website. Positions filled after that time shall be filled on a temporary basis and will be filled in accord-  
10 ance with those procedures outlined in A2 below, if the position is still required.  
11  
12 2. All positions created or vacancies filled during the school year and which will be in existence in the coming  
13 school year will be posted for currently employed teachers requesting recall or transfer. Wherever possible,  
14 these positions will be filled with existing teachers before the conclusion of the prior school year for place-  
15 ment for the coming school year using those procedures outlined in Sections B and C, below. Existing In-  
16 structional staff members are encouraged to apply for voluntary lateral transfer during the school year as  
17 position vacancies are posted. However, all such transfers will be postponed until after the end of the current  
18 school year unless mutually agreed to by the parties as described above. Those teachers presently holding the  
19 position in question who hold an annual contract will be considered surplusped at the conclusion of the school  
20 year. Any such position not filled with voluntary transfer applicants at this point will be posted countywide  
21 and filled as described below.  
22  
23 3. Position vacancies, other than those described in A2 above, will be posted countywide and filled in a manner  
24 consistent with that specified elsewhere in this Article.  
25  
26 4. Any teacher desiring a transfer may apply provided he/she has the qualifications and certification required  
27 for the position. All transfer applicants who possess the qualifications and certification for the position in  
28 question will receive an interview. Before a non-district candidate may be hired without the appropriate gifted  
29 or reading endorsement, a teacher who is fully certified in the appropriate subject area but lacks the appro-  
30 priate gifted or reading endorsement will be considered to be a qualified applicant for such a position vacancy.  
31 Any teacher without a required endorsement who accepts a position requiring an endorsement agrees he/she  
32 will pursue said endorsement by taking a minimum of six semester hours (or equivalent) each school year  
33 until the endorsement is awarded. Documentation of these six (6) hours must be provided at least two (2)  
34 weeks prior to the district staffing process. Documentation may include registration in the spring term to be  
35 followed up with official proof of a passing grade. Failure to complete these requirements will result in the  
36 teacher being involuntarily surplusped or transferred as provided elsewhere in this Article.  
37  
38 5. The parties agree that circumstances may exist in the resolution of a situation where a staff member is to be  
39 placed in a vacant position at any time either temporarily or permanently, through mutual agreement of the  
40 parties and the prior knowledge of the cost center management team. In such case, the procedures in Sections  
41 B and C herein will not apply.  
42  
43 6. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no  
44 less than five working days, prior to the closing date for applications, unless mutually agreed to by the parties.  
45 All positions will be publicly posted for five working days throughout the School District in all staff lounges,  
46 on the Internet, and on the School Board’s automated telephone job hotline. In the period from ten days prior  
47 to the first day of school, all postings will be of three days duration.  
48  
49 7. Employees will be afforded temporary duty elsewhere for up to three times per school year to interview for  
50 transfer or promotion to another position within the school district. Additional time off for interviews will be  
51 charged time off. The employee will give his/her present administrator at least 24 hours advanced notice of  
52 any such interview.  
53

- 54 B. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The parties  
55 agree that recommendations regarding the selection and lateral transfer of staff are best made when they are  
56 arrived at through a process which involves the staff with whom the individual so recommended will be working.

1 The working relationships within cost centers are vital to meeting the educational goals of the district; therefore,  
 2 broad participation by staff in developing such recommendations should be achieved whenever possible. In cost  
 3 centers which have had an approved shared decision making model of governance, the following procedures for  
 4 selection and lateral transfer of staff will apply unless a waiver of this section has been granted by the parties to  
 5 this Agreement.  
 6

7 1. Personnel Functions of the Cost Center Management Team or Its Designee: The cost center management  
 8 team will:  
 9

- 10 a. recommend a set of minimum qualifications, including certification, to be utilized in any posting of a  
 11 staff vacancy in the cost center
- 12 b. establish a procedure for screening applications for each such vacancy, with such procedure to provide  
 13 for the participation of staff from the cost center administration, grade level, department, or team of the  
 14 vacancy;
- 15 c. establish an interview procedure for each such vacancy, with such procedure to provide for the partici-  
 16 pation of staff from the cost center administration, grade level, department, or team of the vacancy; and  
 17
- 18 d. based upon the recommendations of the interviewers, recommend to the Superintendent the most quali-  
 19 fied candidate for each such posted vacancy.  
 20

21  
 22  
 23 2. Interview Committee: An interview committee will be established for each position vacancy. That committee  
 24 will include a member of school Administration, selected by the building Principal, and will minimally in-  
 25 clude two classroom teachers, at least one of whom is a member of the team or department in which the  
 26 vacancy exists. The teacher members of the interview committee will be selected by the cost center manage-  
 27 ment team. The cost center management team may also elect to add parent, community, or student represent-  
 28 atives to the interview committee. Those members will also be selected by the cost center management team.  
 29

30 2. Seniority to Govern in Filling Vacancies, When All Other Qualifications Are Substantially Equal: The Com-  
 31 mittee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications  
 32 of two or more candidates are substantially equal, then the candidate with the greater seniority of employ-  
 33 ment with the Sarasota County School Board shall be recommended for the vacancy.  
 34

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

36  
 37 1. Filling of Posted Vacancies: For each such vacancy available for lateral transfer as identified under Section  
 38 A above, the Human Resources Office will prepare a list of staff desiring transfer to such a position. The list  
 39 will be arranged in descending order of points according to the following scale:  
 40

41 Factor	Maximum Point Value
42 Years of service as a teacher in the Sarasota County	10 points per year
43 Schools (1 per month)	
44 Experience in the field of the vacancy in the Sarasota	4 points per year
45 County Schools	(.4 per month)
46 Recency of experience in the Sarasota County Schools	Past 5 years=3 per year
47 in the field in which the vacancy exists	Prior 6-10 years=2 per year
48	Before that, 1 point per year
49 Degree Status	Masters=10 points
50	Specialist=20 points
51	Doctorate=30 points
52	
53	
54	
55	
56	

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 Hire.  
5

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

12 D. Involuntary Reassignments within a School  
13

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

24 E. Surplussing Between Schools or Cost Centers  
25

- 26 1. When a school or cost center has been identified as possessing an excess number of teachers in a given  
27 certification area, those teachers will be identified and placed according to those procedures outlined in Ar-  
28 ticle XIV, below.  
29
- 30 2. Whenever a relative in the same cost center as another is promoted or transferred to an administrative posi-  
31 tion, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers to  
32 another position. The teacher will be considered to be surplussed and, as such, will be placed in a manner  
33 described in Article XV of the Agreement. Specifically, no two relatives shall be allowed to remain in the  
34 same cost center if one of the individuals is an administrator. All conditions existing as of October 24, 1988,  
35 shall be grandfathered.  
36
- 37 a. The transfer shall be at the next semester change or at the conclusion of that school year, based upon the  
38 recommendation of the building administrator or cost center head. The Superintendent will approve or  
39 modify any and all such recommendations.  
40
- 41 b. Preference for one year regarding placement will be afforded to the teacher to be transferred.  
42
- 43 3. When a program or school is closed or a class or group of classes moved intact from one worksite to another,  
44 the teachers in that program or class will be afforded the opportunity to:  
45
- 46 a. move with their former class or program with no right-to-recall,  
47
- 48 b. voluntarily surplus themselves with right-to-recall, or  
49
- 50 c. remain at their original worksite if there exists a less senior teacher in one of their areas of certification.  
51

52 In the event that not enough positions are moved to the receiving school to accommodate all teachers from  
53 the former worksite, teachers will be offered transfers to the receiving school on a seniority basis. The most  
54 senior teacher in the certification area will be offered transfer first and so on until the moved positions are

1 exhausted. All remaining teachers at the former worksite will be surplus in accordance with those proce-  
2 dures outlined in Articles XIV and XV of this Agreement.  
3

4 F. Opening New Schools  
5

6 When a new school is opened, the following procedures will be followed in staffing that building:  
7

8 1. Initial Posting  
9

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

16 2. Countywide Posting  
17

18 The position vacancies remaining after the initial posting will be posted countywide and filled in the follow-  
19 ing manner:  
20

21 a. Shared Decision Making  
22

23 Should the teachers selected following those procedures outlined in Section 1 above elect to become a  
24 shared decision making worksite, the remaining positions at the new school will be posted and filled in  
25 accordance with those procedures outlined in Section B, above.  
26

27 b. Non-Shared Decision Making  
28

29 Should the selected teachers elect not to become a shared decision making worksite, the remaining po-  
30 sitions will be chosen as outlined in Section C, above.  
31

32 3. Surplus Staff  
33

34 Any surplus staff remaining at the school(s) losing staff to the new school, will be identified and placed in  
35 accord with those procedures outlined in Article XIV of this Agreement.  
36

37 G. Vacancies  
38

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

43 H. Promotions  
44

- 45 1. Any teacher possessing the appropriate qualifications for promotion may apply for an administrative vacancy.  
46
- 47 2. The Board shall utilize to the maximum extent possible the skills, talents, and qualifications of its teachers  
48 and shall fill position vacancies by promoting from within in accordance with School Board Rule 4.104.  
49
- 50 3. Vacancies which come under the District's state approved HRMD Plan shall be filled in accordance with the  
51 requirements of that Plan. All other vacancies shall be filled on the basis of qualifications for the position;  
52 however, when two or more qualified candidates receive substantially equal ballots, the candidate with the  
53 greatest amount of seniority shall be given preference.  
54  
55

1 **ARTICLE XIV - REDUCTION IN FORCE**

2  
3 A. School Board Rights

4  
5 The School Board has a sole and exclusive right to determine the number, nature, and location of positions in the  
6 school system and to reduce or increase staff accordingly. In so exercising this right, the Board will confer with  
7 and receive recommendations from the Union.  
8

9 B. Definition

10  
11 A Reduction In Force (RIF) will be said to exist when the number of personnel within any given job or salary  
12 classification has been decreased in number or when the number of teachers exceeds the number of positions in  
13 the Instructional Bargaining Unit.  
14

15 C. Procedures

- 16  
17 1. Retention - Instructional staff shall be certified and/or qualified for the position held.  
18  
19 2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the appro-  
20 priate certification and endorsement (where required by the State) except as specified below. They will also  
21 be considered to be qualified for any position presently held by an uncertified teacher and for all positions  
22 that do not require specific certification. In the case of a high school AP, IB, or AICE program, the teacher  
23 must have completed the required training in order to be considered qualified. Teachers lacking said training  
24 may be placed in accordance with the language specified in C(8)b below.  
25  
26 3. Seniority – Seniority will be defined as time since effective date of hire in the Instructional Bargaining Unit,  
27 with the exception that a teacher on a leave of absence who does not work more than one day more than one  
28 half of a school year will not be granted seniority for the year in question. Seniority for surplussing and  
29 placement purposes will be determined as of March 1 in any given school year. Seniority will encompass all  
30 cost centers in system-wide fashion but will only include time the teacher was a member of the Instructional  
31 Bargaining Unit. A teacher who had previous employment in the Classified Bargaining Unit and who did not  
32 break service with the School Board of Sarasota County, will retain his/her seniority in the Classified Bar-  
33 gaining Unit in case he/she has been laid off from his/her Instructional position. Such time, however, will not  
34 count towards seniority in the Instructional Bargaining Unit. A teacher who transferred to the Classified  
35 Bargaining Unit and then returned to the Instructional Bargaining Unit will retain all prior Instructional Bar-  
36 gaining Unit time(s) for seniority purposes, provided that no break in service to the School District occurred.  
37  
38 4. Date of Hire - The most recent effective starting date as designated by School Board action in appointing a  
39 given teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board  
40 appointment (identical hire dates), the following processes will be used during staffing:  
41  
42 a. If the identical hire dates are prior to January 1, 2009, the tie-breaker will be the application dates. If the  
43 application dates are identical, the tire-breaker will be the time stamp on the applications. If the time  
44 stamps are identical, a coin toss will be used to break the tie.  
45  
46 b. If the identical hire dates occur on or after January 1, 2009, the tie-breaker will be the recommend date.  
47 If the recommend dates are identical, the tie-breaker will be the original application date. If the original  
48 application dates are identical, a coin toss will be used to break the tie.  
49  
50 5. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit position  
51 with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn  
52 seniority placement within the unit at that time. Any administrator who had previous status within the bar-  
53 gaining unit and has not had a break in service shall retain those previous years in the bargaining unit toward

1 his/her seniority status. All administrators returning to the bargaining unit will be placed into vacancies fol-  
2 lowing those procedures described below.  
3

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

8 7. Surplussing  
9

10 a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that  
11 time the cost center head will also identify the least senior teacher at that cost center currently working  
12 within the certification area in which the position(s) is/are being eliminated. Prior to identifying the  
13 teachers to be surplussed, volunteers will be sought via e-mail from the staff. Voluntarily surplussed  
14 teachers must replace teachers who would have otherwise been surplussed (in terms of certification) and  
15 may not increase the pool of teachers surplussed from that school. Should there be multiple voluntary  
16 surplus requests, the most senior teacher will be selected first and so on down the volunteer seniority  
17 list. Pursuant to the procedures outlined in subparagraph (b) below, the cost center head, prior to May  
18 20 of any given school year, will transmit to the Human Resources Office a listing of all positions elim-  
19 inated, teacher's surplussed, and vacancies anticipated.  
20

21 b. The teacher(s) to be surplussed at each cost center will be the least senior at that cost center currently  
22 working within the area of certification of the position(s) to be eliminated; provided however, that a  
23 teacher who has had his/her position eliminated may elect to remain at that cost center should he/she  
24 possess more seniority than a teacher at that cost center in an alternate area of the first teacher's certifi-  
25 cation. In such a case the teacher possessing the least seniority in the alternative certification area at that  
26 cost center will be surplussed. A teacher whose position has been eliminated must be given the oppor-  
27 tunity to elect to remain at his/her cost center in an alternative area of certification, and must exercise  
28 his/her election, prior to surplus lists being transmitted from the cost center to the Human Resources  
29 Office.  
30

31 c. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a listing, in  
32 seniority order, of all teachers who have been surplussed. That listing, as well as a listing of all vacancies  
33 countywide (excluding Board approved charter schools), will be posted for a period of five working  
34 days. Teachers may update their preference lists through the conclusion of this five-day period.  
35

36 8. Placement  
37

38 a. All teachers will be placed into vacant assignments on a seniority basis based upon their expressed pref-  
39 erences including certification areas (excluding Board-approved charter schools). In the case of teachers  
40 holding multiple certifications, the teacher will express their preference(s) as to which certification to  
41 utilize for placement purposes into position vacancies. The most senior surplussed teacher will be con-  
42 sidered first and placement will continue on a seniority basis. Each teacher must be certified and en-  
43 dorsed where required by the State (with the exception of gifted and ESOL) for the assignment selected.  
44 During the placement process, if no vacancy remains for which a teacher is certified, the teacher will  
45 replace the least senior teacher in either the north or south county region (as selected by the teacher) in  
46 one of his/her area of certification. The teacher may elect to switch his/her region selection and pick  
47 from vacancies in the other location. This process will continue until there remains no teacher on the  
48 surplus list who has more seniority than any teacher in the district holding a position in that area of  
49 certification. Those teachers who are junior to all others in the district within their areas of certification  
50 will thus be identified. During the initial placement process, teachers may be moved into teaching posi-  
51 tions for which they may not hold the appropriate endorsements, but must be certified in all subject areas  
52 of the position to which they are assigned.  
53

54 b. Subsequent to the initial placement process a secondary placement process will be convened to place  
55 unplaced teachers. Each unplaced teacher will be offered the option of being placed into out-of-field

1 vacancies to the greatest extent possible but in such a fashion that would be agreed to by the parties.  
2 Those junior teachers, for whom there are no positions available within their areas of certification or for  
3 whom no reasonable out-of-field placement can be found, will be laid off. Those laid off teachers will  
4 have recall rights within the parameters set forth elsewhere in this Agreement.  
5

- 6 c. All teachers placed in an out-of-field placement will agree to such placement in writing and agree to  
7 complete the required course requirements set by the State on a year-to-year basis. A teacher who com-  
8 plies with these requirements will be considered in-field for placement purposes in future years as long  
9 as State requirements are met. Any out-of-field teacher who fails to comply with the required course  
10 requirement will be surplussed from the positions in the subsequent placement process.  
11
- 12 d. During the placement process, should a teacher not be reassigned due to his/her failing to be assigned to  
13 one of the worksites stated on his/her preference form or because a Preference Form was not filed, man-  
14 agement will attempt to contact said teacher to explain to him/her those positions remaining available at  
15 that time. Should management not be able to contact said teacher, the teacher will be reassigned to a  
16 worksite and position most similar to that which he/she was last assigned or those expressed on his/her  
17 preference form.  
18
- 19 e. During certain school years, a beginning of the school year staffing process may be required following  
20 an initial student count. Positions filled during this process which were never posted county-wide for  
21 right-to-recall, will be posted during the school year for right-to-recall for the following school year.  
22
- 23 f. In the case of STC positions requiring either business education certification or practical vocational  
24 business experience, the following rules will apply:  
25
- 26 (1) Teachers must possess at least two years of direct work experience or teaching experience in the  
27 subject area in order to be considered “qualified” for a business education position.  
28
- 29 (2) In determining which business education teacher is surplussed from a given worksite, the above rule  
30 will apply in concert with the rule specified in Section 7 (b), above.  
31
- 32 g. During the placement process, full-time employees will be placed into full-time positions and .6 employ-  
33 ees will be placed into .6 vacancies to the greatest extent possible. In the event that a full-time position  
34 is not available for a full-time employee, the least senior full-time employee will be placed in a .6 posi-  
35 tion. In the event that a .6 position is not available for a .6 employee it will be the most senior surplussed  
36 .6 employee within that pay grade who will be offered the full-time position first and so on until all the  
37 .6 employees are placed.  
38

39 9. Return to Former Placement  
40

41 Any teacher displaced from an Instructional position due to the implementation of those procedures described  
42 above will be able to return to an Instructional position vacancy at his/her last former worksite for which  
43 he/she is certified, should such a position become available within a period of five years. Such return will be  
44 automatically granted upon receipt of the teacher’s request. In such cases, the transfer will become effective  
45 upon the employee’s request and he/she will be considered a member of his/her former school’s staff for  
46 placement purposes, but the employee will not occupy that position until the beginning of the next school  
47 year. It will be the teacher’s responsibility to monitor such opportunities. The order of the various recall rights  
48 are specified in the following Article.  
49

50 10. Lay off  
51

52 The Board agrees to provide notice of the layoffs to the affected teachers and the Union at least ten workdays  
53 before any action is taken. Notification of layoff shall be sent by certified mail to the affected teacher. It is  
54 the teacher’s responsibility to keep the Human Resources Office informed of his/her current address.  
55

1 A laid off teacher will continue to accrue seniority while in official laid off status.

2  
3 Any teacher laid off will be offered job placement assistance and counseling services by the Board to assist  
4 him/her in securing other employment.  
5

6  
7 **ARTICLE XV - RECALL**  
8

9 A. Recall Order

10 Teachers will be recalled in order of seniority within their area(s) of certification or qualification.  
11  
12

13 B. New Teachers

14  
15 No new teachers shall be hired until all certified laid off teachers in their area of certification have been recalled  
16 or have refused or failed to accept recall. Laid off teachers will be placed into vacancies prior to hiring any  
17 uncertified teachers.  
18

19 C. Recall Process

20  
21 A laid off teacher will be given by registered mail ten working days notice of recall. He/she shall inform the Board  
22 of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered letter. In  
23 the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be  
24 deemed to have voluntarily resigned from employment by the Board. It is the teacher's responsibility to keep the  
25 Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in the follow-  
26 ing order:  
27

- 28 1. Teachers returning to their former school from which they were surplussed. Teachers retain this right for a  
29 period of five years following their surplus.  
30
- 31 2. Teachers returning to a North or South county location following an involuntary move to the other location  
32 due to lack of available positions. Teachers retain this right for a period of five years following their surplus.  
33
- 34 3. Teachers returning to .6 or to full-time following an involuntary move from their former work schedule.  
35
- 36 4. Laid off teachers returning to duty (Teachers retain this right for a period of two years following their layoff.)  
37
- 38 5. Teachers returning to in-field status from an involuntary move to out-of-field status. Teachers retain this right  
39 for a period of two years following their involuntary out-of-field placement.  
40
- 41 6. Voluntary transfer of teachers.  
42

43 Positions will be filled on a seniority basis within each of the above-mentioned groupings. Numbers 1 through  
44 4 will be undertaken on a central level and will be filled in accordance with those procedures outlined in  
45 Article XIV. Number 5 will be undertaken at the school level and will be governed by Article XIII.  
46

47 D. Layoff Period

48  
49 Teachers will be eligible for recall for a period not to exceed two years from date of layoff or until recalled or  
50 recall is declined, whichever is sooner.  
51

52 E. Leaves

53  
54 Teachers on layoff shall be given unpaid leave of absence during the period of the layoff.  
55



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 does
- 8 not receive a supplement for such activity in accord with his/her normal salary schedule. Acceptance of any
- 9 such duties shall be voluntary except for those occasions, which require a teacher's attendance for a specific
- 10 purpose. These purposes shall not exceed three times per year. This does not preclude voluntary participation
- 11 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 at
- 20 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 Office
- 38 of Human Resources of the Sarasota County School Board and the other at the office of the teacher's
- 39 worksite. No other file or memo shall be maintained on any teacher unless otherwise mandated by Statute.
- 40 No copies of the official personnel file shall be made except that which is photocopied by request of the
- 41 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 lengthy
- 45 distances to the Human Resources Office are a concern, cost center heads will assist teachers where possible.
- 46
- 47 3. Except for material pertaining directly to the work performance or such other matters that may be cause for
- 48 discipline under Florida Statute, no material derogatory to a teacher's conduct, service, character, or person-
- 49 ality shall be placed in any official personnel file of such teacher. Material relating to work performance,
- 50 discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only
- 51 if it is signed by a person competent to know the facts or make the judgment, and only if the teacher has been
- 52 given the opportunity to read the material following its receipt or formulation. The teacher shall be sent a
- 53 copy of such material by certified mail to his/her address of record or shall be given an actual copy of the
- 54 material to be filed. If the teacher receives said copy, he/she may indicate that such material has been read
- 55 by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely

1 signifies that the material to be filed has been read and does not necessarily indicate agreement with its  
2 content. However, an incident which has not been reduced to writing within 45 days of its occurrence may  
3 not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested  
4 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 placed  
8 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 teacher  
11 shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The  
12 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 Public  
16 School System, it shall be recorded in a central register maintained in the Office of Human Resources.  
17
- 18 7. The official personnel record for Sarasota County Public School teachers shall be housed in the Office of  
19 Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with the  
20 State Public Documents Statutes.  
21
- 22 8. Notification: Any teacher whose personnel file has been inspected by anyone outside the scope of authority  
23 as defined in Florida Statutes without the teacher's knowledge or permission shall be notified in writing  
24 within 48 hours as to who requested and observed the file and the purpose of such request.  
25

26 B. Complaints

27  
28 When a written complaint concerning a teacher's conduct and/or performance is made by the parent of a student  
29 or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the  
30 complaining party and consult with the teacher involved. No complaint shall be placed in the official personnel  
31 file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this  
32 contract or consistent with applicable Statutes), or the parties involved have mutually agreed to the disposition of  
33 the complaint.  
34

35  
36 **ARTICLE XVIII - MAINTENANCE OF CLASSROOM DISCIPLINE**

37  
38 A. General Responsibility

39  
40 In accordance with this section and within the framework of the district school board's code of student conduct,  
41 teachers and other instructional personnel shall have the authority to undertake any of the following actions in  
42 managing student behavior and ensuring the safety of all students in their classes and school and their opportunity  
43 to learn in an orderly and disciplined classroom:  
44

- 45 1. Establish classroom rules of conduct.  
46
- 47 2. Establish and implement consequences, designed to change behavior, for infractions of classroom rules.  
48
- 49 3. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the  
50 classroom for behavior management intervention.  
51
- 52 4. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from ap-  
53 propriate school or district school board personnel.  
54

- 1 5. Assist in enforcing school rules on school property, during school-sponsored transportation, and during  
2 school-sponsored activities.
- 3
- 4 6. Request and receive information as to the disposition of any referrals to the administration for violation of  
5 classroom or school rules.
- 6
- 7 7. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or  
8 in case of emergency.
- 9
- 10 8. Request and receive training and other assistance to improve skills in classroom management, violence pre-  
11 vention, conflict resolution, and related areas.
- 12
- 13 9. Press charges if there is a reason to believe that a crime has been committed on school property, during  
14 school-sponsored transportation, or during school-sponsored activities.
- 15
- 16 10. Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or  
17 herself or others from injury.
- 18
- 19 11. Set and enforce reasonable classroom rules that treat all students equitably.
- 20
- 21 12. Seek professional development to improve classroom management skills when data show that they are not  
22 effective in handling minor classroom disruptions.
- 23
- 24 13. Maintain an orderly and disciplined classroom with a positive and effective learning environment that max-  
25 imizes learning and minimizes disruption.
- 26
- 27 14. Work with parents and other school personnel to solve discipline problems in their classrooms.
- 28

## 29 B. Student Discipline

- 30
- 31 1. A teacher may send a student to the principal's office to maintain effective discipline in the classroom and  
32 may recommend an appropriate consequence consistent with the student code of conduct under s.1006.07.  
33 The principal shall respond by employing the teacher's recommended consequence or a more serious disci-  
34 plinary action if the student's history of disruptive behavior warrants it. If the principal determines that a  
35 lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking discipli-  
36 nary action.
- 37
- 38 2. A teacher may remove from class a student whose behavior the teacher determines interferes with the  
39 teacher's ability to communicate effectively with the students in the class or with the ability of the student's  
40 classmates to learn. Each district school board, each district school superintendent, and each school principal  
41 shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive  
42 students from the classroom.
- 43
- 44 3. If a teacher removes a student from class under subsection (2), the principal may place the student in another  
45 appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention pro-  
46 gram as provided by s.1003.53; or the principal may recommend the student for out-of-school suspension or  
47 expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored  
48 or school-related activities. The principal may not return the student to that teacher's class without the  
49 teacher's consent unless the committee established under subsection (C) determines that such placement is  
50 the best or only available alternative. The teacher and the placement review committee must render decisions  
51 within 5 days of the removal of the student from the classroom.
- 52
- 53

1 C. Student Placement Committee

- 2
- 3 1. Each school shall establish a placement review committee to determine placement of a student when a teacher
- 4 withholds consent to the return of a student to the teacher’s class. A school principal must notify each teacher
- 5 in that school about the availability, the procedures, and the criteria for the placement review committee as
- 6 outlined in this section.
- 7
- 8 2. Placement review committee membership must include at least the following:
- 9
- 10 a. Two teachers, one selected by the school’s faculty and one selected by the teacher who has removed the
- 11 student.
- 12
- 13 b. One member from the school’s staff who is selected by the principal. The teacher who withheld consent
- 14 to readmitting the student may not serve on the committee. The teacher and the placement review com-
- 15 mittee must render decisions within 5 days after the removal of the student from the classroom. If the
- 16 placement review committee’s decision is contrary to the decision of the teacher to withhold consent to
- 17 the return of the removed student to the teacher’s class, the teacher may appeal the committee’s decision
- 18 to the district school superintendent.
- 19

20 D. Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional

21 development to improve classroom management skills.

22

23 E. Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has

24 committed, or has made a credible threat to commit, a crime of violence on school property shall report such

25 knowledge or suspicion in accordance with the provisions of s.1006.13. Each district school superintendent and

26 each school principal shall fully support good faith reporting in accordance with the provisions of this subsection

27 and s.1006.13. Any person who makes a report required by this subsection in good faith shall be immune from

28 civil or criminal liability for making the report.

29

30 F. When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take

31 reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

32

33 G. School Center Disciplinary Procedures

34

35 1. Approved School Disciplinary Policy

36

37 A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board

38 Rules, and Administrative regulations, shall be developed in each school center. Such procedure shall be

39 formulated in conjunction with the Shared Decision Making Team or Alternative Governance Management

40 Team in the manner provided in Article XXIV (Participatory Management).

41

42 2. Discipline Referral Form

43

44 The adopted standardized student discipline referral form (Appendix G) shall provide space for the referring

45 party to note observations and to request specific action on the part of the administrator. All discipline referral

46 forms will be returned to the referring teacher within the next two school days following submission to the

47 Principal stating the status of the pending or final action taken by the Principal or his/her designee. The

48 teacher will be provided with written notification of the final disposition of the case within two school days

49 of the final disposition.

50

51 3. Right of Appeal

52

53 Should a majority of the school’s behavior committee, SDM or AGS team feel that the building level Ad-

54 ministration is not consistently following the school’s written disciplinary procedures, that team will have

55 the right to appeal those concerns directly to the Superintendent of Schools or his/her designee. Any alleged

56 violations of the school’s written disciplinary procedures will be subject to the Grievance and Arbitration

1 procedures outlined elsewhere in this Agreement.  
2  
3

4 **ARTICLE XIX - EVALUATION OF STUDENTS**  
5

- 6 A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the terms  
7 of the grading regulations of the Sarasota County School system.  
8  
9 B. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made,  
10 and the teacher cannot be contacted through normal communication efforts.  
11  
12 C. In the event a teacher's grade or evaluation is challenged, the following procedure shall be followed. The teacher's  
13 Principal shall investigate the challenge, and:  
14  
15 1. the grade or evaluation stands, or  
16  
17 2. the grade or evaluation goes to review  
18  
19 D. Review Panel  
20  
21 1. Review shall be by a panel consisting of:  
22  
23 a. one member, with expertise in the area under challenge, selected by the teacher;  
24  
25 b. one member, with expertise in the area under challenge, selected by the Superintendent; and  
26  
27 c. one member, with expertise in the area under challenge, selected by the other two members.  
28  
29 2. The Review Panel shall investigate the challenge and render a binding judgment.  
30  
31

32 **ARTICLE XX - TEACHER ASSIGNMENT AND TRAVEL**  
33

- 34 A. All teachers shall be notified in writing of their salary status and their building, subject and class assignments for  
35 the following school year. Such notice shall be given to all presently employed teachers no later than the last  
36 teacher duty day of the current school year.  
37  
38 B. If changes are made in items specified in the preceding paragraph prior to the teacher's return to duty, the Human  
39 Resources Office shall, as soon as possible, notify the teacher in writing addressed to the teacher's latest recorded  
40 address. It is the teacher's responsibility to keep the Board informed of his/her current address.  
41  
42 C. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one school  
43 so as to limit the amount of inter-school travel to a minimum. As soon as practicable, such teachers shall be  
44 notified of any changes in their schedules.  
45  
46 D. Prior approval of the Superintendent is required in all cases in which the Board is to assume any part of the  
47 expenses for authorized travel by Instructional staff or for an expense account for such travel. Each person, upon  
48 completion of a trip, shall file an expense account upon special forms provided by the Human Resources Office.  
49  
50 E. Any teacher who travels under Board authorization shall have prior approval of the Superintendent or his/her  
51 designee and be subject to Florida Statutes and Rules of the Board. Each such teacher will be reimbursed at the  
52 prevailing rate established by the State of Florida.  
53

1 F. Out of county travel expenses for trips directly related to instruction in credit earning courses or workshops shall  
2 be borne by the Board when the Board requires such attendance.  
3

4 G. Teachers shall not be required to transport students on official school business.  
5

6 H. Teachers shall not drive school buses. Exclusions to this restriction are the following:  
7

8 1. Overnight field trips are excluded and may be driven by the specific participating teacher/coach. However,  
9 should that participating teacher/coach choose not to drive, a Transportation driver shall be provided. Meals  
10 and accommodations for the driver will be provided by the school at the applicable per diem rate. With  
11 respect to this exclusion, it does not pertain to ESE field trips (i.e., Handicapped Olympics);  
12

13 2. Environmental bus;  
14

15 3. Alternate Education buses;  
16

17 4. Carefree Learner bus supporting Sarasota High School;  
18

19 5. Marine Biology bus assigned to Pine View; and  
20

21 6. Sailor Circus.  
22

23 I. Teachers driving buses consistent with this Agreement shall be compensated at a rate equal to the average bus  
24 driver's hourly rate.  
25

26 J. Alternative Education  
27

28 The parties agree that all teachers of alternative education classes will hold the appropriate certification for the  
29 subject area taught. Any teacher not possessing the appropriate subject area certification for his/her majority as-  
30 signment will be listed as out-of-field and will be treated in a manner consistent with other out-of-field teachers  
31 (i.e., they must take six semester hours per year towards obtaining the appropriate certification).  
32

33 K. Substitute Teachers  
34

35 1. The Administration will make all reasonable effort to secure a substitute teacher for an absent classroom  
36 teacher.  
37

38 2. Should the Administration be unable to secure a substitute teacher, the Administration will seek volunteers  
39 among the remaining teachers to teach the absent teacher's class during his or her planning period. That  
40 teacher will receive an equal number of hours of compensatory time, rounded up to the nearest hour for the  
41 lost planning time, to be used when students are not in attendance.  
42

43 3. Other than in emergency situations, there will be no dispersal of students from an absent teacher's class to  
44 other classrooms.  
45

46  
47 **ARTICLE XXI - PAID LEAVES OF ABSENCE**  
48

49 A. Categories of Paid Leaves  
50

51 1. Sick Leave  
52

53 a. Sicknesses or Death  
54

- (1) Each full-time teacher is entitled to four days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by Statute. "Sick Leave" shall be defined as personal illness or disability of the teacher, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
- (2) A teacher may authorize the transfer of some or all of his or her accumulated sick leave to his or her immediate family (as defined in subsection (1) above) who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.
- (3) A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.
- (4) Other than as described in Section B above, sick leave credit may not be transferred or loaned to another teacher or employee.

b. Personal Days

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

c. Days Immediately Preceding or Following a School Holiday

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

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

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

Each teacher shall be entitled to illness-in-the-line-of-duty leave not to exceed 10 school days during any school year for illness contracted, or injury incurred, with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious

1 childhood diseases contracted in school work, other than common cold or flu. The above circumstances are  
2 subject to Administrative review and consultation with the local board of health if deemed appropriate.  
3

4 As a prerequisite for any leave granted pursuant to this Article, a teacher shall obtain a certificate of illness  
5 or injury from a licensed physician.  
6

7 a. Leave due to the aforementioned illnesses or injuries shall be authorized for the length of time which is  
8 generally accepted by the medical profession as necessary for recovery or for the specified time allotted  
9 for recovery by the individual teacher's physician, whichever is shorter.  
10

11 b. The Board's liability pursuant to this Article shall end if the teacher becomes eligible for state and/or  
12 social security disability benefits.  
13

14 c. The teacher may use his/her own accumulated sick days upon expiration of illness-in-the-line-of-duty  
15 leave.  
16

17 d. The teacher shall be provided, upon request, unpaid personal leave for medical reasons upon expiration  
18 of the illness-in-the-line-of-duty leave and accumulated sick leave.  
19

20 3. Leave for Union Officers  
21

22 Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers or staff.  
23 This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the  
24 Board for all expenses associated with these leaves.  
25

26 4. Temporary Duty Days  
27

28 Temporary duty days with pay may be granted to teachers for purposes stated below. The Superintendent  
29 shall make the final determination as to approval or disapproval of an application.  
30

31 a. Attending and/or participating in professional meetings relating to educational workshops, seminars, or  
32 conferences sponsored by professional educational organizations, colleges, universities, or government  
33 or private agencies concerned with public school matters.  
34

35 b. Visitation for the purpose of observing instructional techniques or programs.  
36

37 5. Civic Duties  
38

39 Any teacher may be granted, upon written request and with the Superintendent's approval, up to three days  
40 leave with pay to perform civic duties at the local, state, or national level. In the event that the teacher is  
41 compensated for his or her civic service, any compensation earned from the civic service must be returned to  
42 the School Board.  
43

44 6. Leave for Legal Commitments and Transactions  
45

46 a. A teacher who is absent because of a mandatory (subpoena) court appearance shall incur no reduction  
47 in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.  
48

49 b. A teacher may serve on temporary assignment on jury duty without loss of pay if he/she so desires.  
50

51 c. A teacher released from his/her subpoena or jury duty with sufficient time remaining to return to his/her  
52 school center to complete at least one-half day of his/her duty day shall return to his/her school center  
53 unless released by the Principal.  
54



1 7. 12-month Teachers

- 2
- 3 a. Effective with the 1985/86 school year, those teachers already teaching 240 days shall be considered 12
- 4 month personnel as defined by the school calendar.
- 5
- 6 b. Teachers on 12-month contracts will accrue and utilize leave in accordance with the provisions of the
- 7 Classified Bargaining Agreement, Article XVII – Paid Leaves, G. 12-month Employees. Such leave may
- 8 be denied for good cause. Legitimate student need constitutes good cause.
- 9
- 10 c. The normal teacher work year will be 196 days. Additional duty days may be assigned on a yearly basis.
- 11 11-month teachers will earn one non-duty day each year, which will not be cumulative.
- 12

13 B. Procedures

14

15 1. Requests

16 All requests for a leave of absence for Union officers or for sabbatical leave or for a return to duty following

17 one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick

18 leave, illness-in-the-line-of-duty, temporary duty days, civic duties, legal transactions, and vacation will be

19 submitted to the cost center head. Under normal circumstances the deadline for applying for an extended

20 (i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1st of each year.

21 Teachers on extended paid leave shall notify the Department of Human Resources on or before March 1 of

22 their intent for the coming year.

23

24 2. Experience Credit

25

26 A teacher will be granted one year’s experience credit for service of one day more than one-half of the regular

27 contract year when on an approved paid leave of absence.

28

29 3. Insurance Continuation

30

31 Any teacher granted a leave of absence as provided in this Article shall continue to receive all benefits and

32 privileges of an active School Board teacher.

33

34 4. Retirement Credit

35

36 A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retire-

37 ment system to the extent and in the manner provided by Statute. It shall be the sole responsibility of the

38 teacher to make arrangements to obtain such credit.

39

40 5. Return to Duty

41

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

43

44 6. Transferring in of Sick Leave

45

46 The transferring in of sick leave is not allowed.

47

48 7. Sick Leave Payoff Cap

49

50 The sick leave payoff cap is 180 days. Teachers possessing more than 180 days in sick leave accumulation

51 prior to July 1, 1983, will be grandfathered at the level they possessed at that time. Teachers may accumulate

52 days in excess of the 180 day cap but are limited to 180 days for payoff purposes.

53

54 8. Verification of Reasons for Leave

55

1 Upon return from leave as described in paragraphs A and B, the building Principal shall provide the teacher  
2 with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to  
3 the building Principal within five working days following the teacher's return from leave.  
4

5 9. Funds for Expenses  
6

7 The Board shall provide funds for expenses, as set forth in Section E of this article, for temporary assignment.  
8 Normally only one member of a department may be granted permission to attend one such meeting at Board  
9 expense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the  
10 proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained  
11 from the Principal.  
12

13  
14 **ARTICLE XXII - UNPAID LEAVES OF ABSENCE**  
15

16 A. Categories of Unpaid Leaves  
17

18 1. Study/Professional Improvement Leave  
19

20 A leave of absence without salary for professional improvement may be authorized by the Board for any  
21 Continuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two  
22 year program, a second year shall be approved upon request. Other leaves shall not exceed one year. How-  
23 ever, at the end of a leave, a teacher may request another leave of absence, the granting of which shall be at  
24 the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later  
25 than 60 days prior to the start of the semester in which leave is to commence. Experience credit on the salary  
26 schedule in the amount authorized in the leave shall be granted upon the teacher's return from leave if he/she  
27 has engaged in related studies at an accredited university or he/she has served in a capacity similar to one  
28 he/she occupies in the Sarasota County School System. Notwithstanding the foregoing, no experience credit  
29 will be granted for any year in which the teacher does not work or participate in the leave as approved one  
30 day more than one-half of the regular contract year.  
31

32 Such leave may be authorized for:

- 33
- 34 a. engaging in study at an accredited university;
  - 35
  - 36 b. full-time participation in a federally sponsored Peace Corps;
  - 37
  - 38 c. full-time teaching in foreign or military programs;
  - 39
  - 40 d. cultural travel or work program related to his/her professional responsibilities;
  - 41
  - 42 e. participating in exchange teaching programs in other School Districts, states, territories or countries; or
  - 43
  - 44 f. serving as a full-time, paid officer or staff of an education association.  
45

46 2. Medical Leave  
47

48 A teacher may take an unpaid leave of absence due to either personal illness or due to the illness of a member  
49 of his or her immediate family. Prior to taking an unpaid medical leave, the teacher must have exhausted his  
50 or her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if appli-  
51 cable. A teacher requesting medical leave must provide medical documentation of the illness in question.  
52

53 Upon return from leave, the building principal or cost center head shall provide the employee with necessary  
54 forms for verification of the reasons for absence. Such completed forms shall be submitted to the building  
55 principal or cost center head within five work days following the employee's return from leave. In the case

1 of unpaid medical leave, such documentation must include a note from the treating physician as to the need  
2 to miss work (in compliance with HIPAA regulations) and the duration of such need.  
3

4 3. Worker's Compensation  
5

6 A teacher receiving Worker Compensation payments will be deemed to be on an unpaid Worker's Compensa-  
7 tion leave during that time period. Teachers on an approved Worker's Compensation leave will be afforded  
8 all those rights specified in Section 440, Florida Statutes, as well as those supplemental benefits outlined in  
9 Sections 1012.63 and 1012.69, Florida Statutes. Teachers may supplement their Worker's Compensation  
10 benefits by utilizing their accrued sick leave. During the period they are supplementing their Worker's Com-  
11 pensation benefits with accrued sick leave, they will be considered on a paid leave status. Teachers on  
12 Worker's Compensation leave will continue to receive the medical benefits afforded active employees for a  
13 period of up to 90 calendar days from the time of commencing said leave. Teachers will be afforded any  
14 remaining portion of the 10 days paid leave in the form of illness-in-the-line-of-duty time to attend any medi-  
15 cally necessary treatment or therapy associated with follow-up care for the illness received in-the-line-of-  
16 duty.  
17

18 4. Political Leave  
19

20 A leave of absence, without pay, for up to one year may be granted by the Board to a teacher, upon application  
21 to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through  
22 the first term of office.  
23

24 5. Family and Medical Leave Act (FMLA) Leave  
25

26 Teachers qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave  
27 with continuation of health benefits. In the case of teachers on worker's compensation leave, FMLA leave  
28 will commence only after the teacher has exhausted all of his or her worker's compensation leave.  
29

30 6. Maternity Leave  
31

32 a. A maternity leave without pay shall upon written request be granted to a teacher any time between the  
33 commencement and termination of her pregnancy. The commencement of such leave shall be at the  
34 discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written  
35 notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin.  
36 The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date  
37 of birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by  
38 a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be  
39 charged to her available sick leave.  
40

41 b. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work  
42 either:  
43

44 (1) as soon after the birth of her child as her physician certifies in writing that she is able to return, at  
45 which time the teacher shall be returned to her former position; or  
46

47 (2) on the first day of the next school year following the termination of pregnancy, at which time the  
48 teacher shall be returned to her former position.  
49

50 7. Child Care Leave  
51

52 A child care leave without pay for caring for a child less than six years of age, not to exceed one year, shall  
53 be granted a teacher upon written request to the Superintendent. A teacher may request in writing an addi-  
54 tional year of child care leave. Such request shall be submitted by March 1<sup>st</sup> of each year. Child care leave

1 may be extended on a yearly basis for a maximum of five school years.

2  
3 8. Personal Leave

4  
5 A teacher will be granted a personal leave of absence for any reason, for a period of one school year or in the  
6 case of an emergency for the remainder of a given school year. Notwithstanding any other provision of this  
7 Article, other than in case of emergency, all requests for personal leave must be made on or before March 1<sup>st</sup>  
8 of the preceding school year. A teacher will be granted only one personal leave of absence in any three-year  
9 period. During the time the teacher is on an unpaid personal leave of absence the teacher may not enter similar  
10 or related employment during his/her leaves without express written permission of the Board. Violation of  
11 the provision pertaining to seeking related employment will constitute grounds for termination of employ-  
12 ment.

13  
14 9. Military Leave

15  
16 Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve com-  
17 ponent thereof or with the National Guard shall be granted in accordance with applicable law.

18  
19 10. Charter School Leave

20  
21 A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon  
22 application. The application must be submitted to Human Resources by March 1<sup>st</sup> of each year.

23  
24 B. Procedures:

25  
26 1. Requests

27  
28 All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to  
29 the Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid  
30 leave of absence shall be April 15<sup>th</sup> of each year. Teachers on extended unpaid leave shall notify the Depart-  
31 ment of Human Resources on or before March 1<sup>st</sup> of their intent for the coming year. Other than in case of  
32 emergency, once a teacher indicates his or her intent to return for the coming school year he/she will not be  
33 granted further extended unpaid leave pursuant to paragraphs 1, 4, 7, 8 or 10 above for that school year.

34  
35 2. Duration of Leave

36  
37 Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave requests  
38 without sufficient reason. Under normal circumstances, such leaves shall not exceed five years. A teacher's  
39 leave will be extended in cases where no position exists for the teacher to return in one of his/her areas of  
40 certification. A leave will not exceed one year's duration, but may be renewed as specified herein.

41  
42 3. Experience Credit

43  
44 With the exception of teachers on Board-approved Union leave, no experience credit for salary, longevity or  
45 seniority purposes will be granted for any year in which a teacher does not work for one day more than one-  
46 half of the regular contract year. A teacher may be granted one year's experience credit for service of one  
47 day more than one-half of the regular contract year when on an approved study/professional, worker's com-  
48 pensation, military, or political leave of absence.

49  
50 4. Insurance Continuation

51  
52 Any teacher granted a leave of absence as provided in this Article shall be given the opportunity to continue  
53 insurance in the existing school programs during the leave provided that the premiums for such insurance  
54 programs shall be paid by the teacher on a monthly basis in advance of the month due.

1 5. Retirement Credit  
2

3 A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retire-  
4 ment system to the extent and in the manner provided by Statute. It shall be the sole responsibility of the  
5 teacher to make arrangements to obtain such credit.  
6

7 6. Return to Duty  
8

9 a. Normal Return to Duty during a School Year  
10

11 (1) Leaves of 12 Weeks or Less Duration  
12

13 A teacher who desires to return to duty at the end of his or her approved leave will be placed into  
14 the same or a substantially similar position at his or her former worksite. Should no vacancy exist  
15 for which the teacher is qualified, a surplus situation will be said to exist at that worksite which will  
16 be handled in a manner specified elsewhere in this Agreement.  
17

18 (2) Leaves Exceeding 12 Weeks  
19

20 A teacher returning to duty from an approved leave of absence of greater than 12 weeks duration  
21 (regardless of whether or not his/her return is premature) will be placed in a manner described in  
22 number 3, below.  
23

24 b. Normal Return to Duty at the End of School Year  
25

26 Upon return from an approved leave, the teacher shall be returned to his/her former position, if available,  
27 or to a substantially similar position at his or her former worksite, for which the teacher is fully qualified  
28 and certificated. In cases in which a staffing surplus is said to exist, such placement must be in accord  
29 with those procedures outlined in Articles XIV and XV, where applicable.  
30

31 c. Premature Return to Duty  
32

33 (1) A teacher returning to duty prematurely from an approved, unpaid leave of absence will be placed  
34 into the next available opening for which he/she is qualified (except in the case of FMLA leave) on  
35 his or her former pay scale. A teacher's placement at a worksite will be made at the discretion of the  
36 Board, within the north and south county boundary preference expressed by the teacher. This place-  
37 ment will continue only until the end of that current school year.  
38

39 (2) Transfers appropriate to the circumstances will be granted prior to allowing a teacher to return prem-  
40 aturely from an unpaid leave into a given position. Each position vacancy will pass through one  
41 complete posting cycle before being offered to a teacher seeking premature return from an unpaid  
42 leave of absence.  
43

44 (3) A teacher currently on a NEAT/performance assistance process will not be eligible for premature  
45 return to duty. Unless agreed to by the parties, employees on a NEAT process or performance as-  
46 sistance will be returned to their former worksite at the conclusion of their approved leave of ab-  
47 sence.  
48

49 (4) At the end of the school year in which the teacher requested premature return to duty, that teacher  
50 will be returned to his or her former worksite, for the following school year. Should no vacancy  
51 exist for which the teacher is qualified, a surplus situation will be said to exist at that worksite which  
52 will be handled in a manner specified elsewhere in this Agreement.  
53

54 d. Return from FMLA Leave  
55

1 A teacher on an approved Family and Medical Leave Act (FMLA) leave will return to his or her former  
2 position upon return from the FMLA leave. Should a teacher not return to duty during or immediately  
3 following the conclusion of his or her FMLA leave and is approved for further leave, he/she will be  
4 placed into a position following those procedures outlined above.  
5

## 6 7 **ARTICLE XXIII- GRIEVANCE AND ARBITRATION** 8

### 9 A. Definitions

- 10 1. The “grievant” is a teacher, a group of teachers, or the Union filing a grievance.
- 11 2. The Union retains the right to file a grievance on any misapplication of this Agreement or practices and  
12 policies affecting the terms or conditions of employment.
- 13 3. A “grievance” is an allegation by the grievant that he/she has been treated in an unfair and/or inequitable  
14 manner or the grievant or Union has been affected by an action or proposed Board action item, that if imple-  
15 mented, would constitute a misinterpretation or misapplication of the specific written terms of this Agree-  
16 ment, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed  
17 Board action would not inhibit the Board from taking the proposed action while the matter is pending reso-  
18 lution. A grievance may be processed through Section B of this Article.  
19  
20  
21  
22

### 23 B. Procedures

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

- 1 5. Step Four: If the grievant is not satisfied with the disposition of the grievance in Step Two or Three, he/she  
2 may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration  
3 Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days after  
4 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 grievant's  
10 representative is not present. A teacher may avail him/herself of the grievance procedure in person or by  
11 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 resolution  
16 of such grievance.  
17  
18 2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties  
19 to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons shall  
20 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 be  
23 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 shall  
26 be the first issue before the arbitrator and no other matter will be considered by the arbitrator until he/she has  
27 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, nor  
30 shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implica-  
31 tion. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in  
32 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 said  
36 grounds or evidence prior to Step Four. Such grounds and evidence shall be disclosed to the other party  
37 between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the  
38 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 the  
41 mediator at Step Three (if elected) are not to be considered relevant or to be heard by the arbitrator should  
42 the grievance proceed to Step Four.  
43  
44 8. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance  
45 with Florida Statutes, DOE regulations, or Board rules shall be void at that level but may be carried to Step  
46 Three or Step Four if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past  
47 practice, custom, precedent, or usage as to any other circumstances or occurrences without the express ap-  
48 proval 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 Step One of the grievance procedure may be bypassed by mutual agreement of the  
53 grievant and the superintendent. The grievance shall then be brought directly to Step Two.  
54

- 1 11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XVII,  
2 Section A (Personnel Records), furnish each other such requested information for the processing of any  
3 grievance provided the information is not legally restricted or work product related to the grievance or con-  
4 tract negotiations as contained in Article IV, Section A (Union Rights, Privileges and Obligations, Employer  
5 Information).
- 6  
7 12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any  
8 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. When an individual  
12 who is not being represented by the Union in the arbitration is the party in the grievance, the individual will  
13 bear the responsibility of half of the costs.
- 14  
15 14. Election of Forum (Non-Duplication of Remedies): The commencing of legal proceedings against the Board  
16 in a court of law or equity or before the Public Employee Relations Commission or any other administrative  
17 agency by a teacher, teachers, or the Union for an alleged violation or violations of the expressed terms of  
18 this Agreement shall be deemed a waiver by said teacher, teachers, or the Union of its/their right to resort to  
19 the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or  
20 violations of the express terms of this Agreement. Conversely, if a teacher files a grievance challenging the  
21 proposed termination of his/her employment, and requests arbitration following a step two determination,  
22 this shall waive the teacher's right to contest the proposed termination before the Division of Administrative  
23 Hearings (DOAH) of the School Board.
- 24  
25 15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in a  
26 teacher's permanent personnel files.
- 27  
28 16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a  
29 Memorandum of Understanding and must be signed by the grievant or his/her representative and the super-  
30 intendent or his/her designee.
- 31  
32 17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance  
33 will be considered to be automatically advanced to the next step of the grievance and arbitration process as  
34 described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance  
35 will be denied. (Such denial will not establish past practice on the matter at hand.)
- 36  
37 18. The Union will be considered to be a party with standing in any grievance upon its request.

#### 38 **ARTICLE XXIV - PARTICIPATORY MANAGEMENT**

##### 39 A. Organizational Structures

##### 40 1. School Site Management

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

- 47 (1) The principal and Union chief building representative will provide an opportunity for staff, parents  
48 and students (high school level) to understand the provisions for governance in a Shared Decision  
49



1 Making/School Based Management school. Thereafter, the principal and Union chief building repre-  
2 sentative will cause an election to be held in which the school community members can choose to  
3 utilize a Shared Decision Making/School Based Management form of governance or an alternative  
4 form of governance to be determined. A two-thirds or more vote of the eligible voters (administra-  
5 tors, instructors, classified staff, elected parent leadership [i.e., PTO/PTA] and student leadership at  
6 the high school level) at the applicable centers is necessary for a school to begin developing a pro-  
7 posed Shared Decision Making/School Based Management plan of governance.  
8

9 (2) If the vote in (1) above fails to indicate a preference by a two-thirds vote or higher for Shared De-  
10 cision Making/School Based Management, the principal and Union chief building representative  
11 will convene a committee representative of the constituency of that school to design an alternate  
12 structure for site based governance. Such a plan for site based governance will include but not be  
13 limited to:

14 (b) the scope of the governance and decision making of the alternate structure,

15 (c) the process for staff, parents, students, and community to provide input to the work of the al-  
16 ternate structure,

17 (d) the process for selecting the leadership of the alternate structure and the length of term for said  
18 leadership,

19 (e) the components for goal setting, ongoing training and evaluation,

20 (f) the procedures for amending the alternate governance plan,

21 (g) provision for an annual review and self-evaluation of the effectiveness of the structure, and  
22

23 (h) provision that representatives of Administration, certified and classified staff, parents, and stu-  
24 dents (high school) serving in such an alternate structure will be elected by peers by secret  
25 ballot.  
26

27 (3) The alternate governance structure developed under (2) above shall be implemented only after a  
28 two-thirds or higher majority vote of the constituency identified in (1) above.  
29

30 b. Under the provisions of either Shared Decision Making/School Based Management or an alternative  
31 governance structure, the following shall apply:  
32

33 (1) Each site organizational plan shall include the:

34 (a) scope of planning and decision making,  
35

36 (b) process for providing input to the SDMT/alternate governance structure,  
37

38 (c) components for goal setting, ongoing training and evaluation,  
39

40 (d) procedures for amending the plan,  
41

42 (e) annual review and evaluation.  
43

44 (2) All site meetings shall be announced 48 hours (two working days) in advance and shall be open to  
45 members of the school's/site's community. The minutes of all school/site council meetings shall be  
46 posted and distributed in a timely fashion. Emergency meetings, as verified by a majority vote of  
47 the membership of the team or governance structure, may be called without 48 hours notice, as  
48 needed.  
49  
50  
51  
52  
53  
54  
55

1 (3) Consensus shall be the process for decision making at the SDM sites, and may be used in the alter-  
2 nate governance structure. In the absence of such a provision for the use of consensus at non-SDM  
3 sites, Robert’s Rules of Order shall prevail.  
4

5 B. Scope of Responsibilities  
6

7 1. Non-School/Site Responsibilities (Not subject to participatory management at the sites.)  
8

9 collective bargaining (e.g. teacher evaluation, teacher discipline, layoff and recall, compensation,  
10 involuntary transfers, grievance procedures, teacher insurance, etc.)  
11 Employee Assistance Program  
12 local, state, and federal law  
13 recruitment  
14 state testing  
15 scheduling the student day  
16 all other items not specifically listed in 2 or 3 below  
17

18 2. Central Responsibilities (available for an advisory role through participatory management at the sites.)  
19

20 Board policy  
21 capital improvement  
22 central budget  
23 central purchasing  
24 comprehensive district wide planning  
25 curriculum/content  
26 district wide curriculum (e.g. AIDS ed.)  
27 data processing  
28 ESE program definition  
29 facilities  
30 food services  
31 maintenance  
32 personnel selection for district employment  
33 assignment of site administrators  
34 research and evaluation  
35 district staff development  
36 state adopted materials  
37 transportation  
38 utilities  
39

40 3. School/Site Responsibilities (Decision making role available through participatory management at the sites.)  
41

42 educational supplies and materials  
43 extracurricular activities  
44 instructional techniques consistent with curriculum guidelines  
45 site budget  
46 staff development  
47 site personnel selection (input on the assignment of district personnel to site, except where specified else-  
48 where in this Agreement)  
49 strategic planning  
50

51 C. SDM Support Systems  
52

53 1. Responsibilities of the School Board  
54

- a. Provide technical assistance and support to site teams, by providing workshops, institutes, and other forms of education, training and support to individual site teams. Each school team will be offered training each year following the initial year of operation.
- b. Implement appropriate activities that facilitate participatory management while maintaining consistency with this Agreement, School Board Rules, and State and Federal law.
- c. Provide site teams access to information necessary for good school management in the areas of personnel, budget, management information systems, purchasing, and accounting.
- d. Support the timely processing of requests for funding and other resources which are germane to the operation of the schools.
- e. Provide for training of the site teams in team building, consensus decision making, school/site budgeting and personnel selection procedures. It is expected that this level of training constitutes the minimum required for effective site based decisions.
- f. Provide for facilitating a working relationship between site teams, the superintendent, and central office staff, in order to advance the work of participatory management and help teams focus on issues that benefit students.
- g. Expressly share designated decision-making authority with the site teams as outlined in Section B of this Article.

2. Responsibilities of the SC/TA

- a. Provide technical assistance and support to Decision Making Teams.
- b. Encourage participatory management through its leadership, training activities, and publications.
- c. Provide for facilitating a positive working relationship between site teams, the superintendent, and the central office staff, in order to advance the work of the teams and help them focus on issues that benefit students.

D. Waiver Process

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

Waivers may be requested in the following manner:

- a. Waivers of County School Board Rules must be approved by the School Board, waivers of State Statutes and Rules must be approved by both the School Board and the Commissioner of Education and waivers of the contract must be approved by the SC/TA and the School Board.
- b. Waivers must be submitted for review and routing to the superintendent and the president of the Union. (At this point it may be necessary for either of these groups to ask for clarification, or render some technical assistance to the requesting site team before the waiver is sent on for approval.) Upon completion of the review process, the waiver request will be forwarded to the School Board and, as appropriate, the SC/TA for approval.
- c. Waivers must be accepted by a three-fourths majority vote of the faculty, staff, elected parent leadership and student leadership where appropriate (high school). The vote shall be by secret ballot through a

1 process approved by the SDMT, or in non-SDM schools the alternative governance structure. The vote  
2 must be certified by the principal and the SDMT chairperson, or in non-SDM schools the principal and  
3 alternative governance structure chairperson.  
4

5 d. Waivers must be submitted on the forms provided herein.  
6

7 e. Waivers will be responded to and routed to the approving agency within ten working days.  
8  
9

## 10 **ARTICLE XXV - DISCIPLINARY ACTIONS**

### 11 A. Scope of Article

12 1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions,  
13 dismissals, or reductions in grade or pay with prejudice.  
14

15 2. Disciplinary action may not be taken against a teacher except for just cause, and this must be substantiated  
16 by sufficient evidence which supports the recommended disciplinary action.  
17

18 3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this  
19 Article shall be promptly initiated after all the facts have been made known to the official responsible for  
20 taking the actions.  
21

### 22 B. Disciplinary action shall be governed by applicable Statutes. 23

24 C. A teacher against whom disciplinary action is to be taken may appeal the proposed action through the grievance  
25 procedure.  
26

27 D. A teacher against whom action is to be taken under this Article shall have the right to review all of the information  
28 relied upon to support the proposed action and shall be given a copy upon request.  
29

30 E. The Union shall be provided with a copy of all correspondence that is related to the action of the teacher the  
31 Union is representing.  
32

33 F. The teacher and his/her representative shall be afforded a reasonable amount of time to prepare and present ap-  
34 propriate responses to the proposed actions under this Article, through Step One of the Grievance Process. This  
35 amount of time is to be mutually agreed upon by the parties.  
36

37 G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall  
38 not be considered disciplinary actions and shall not be used as a substitute thereof.  
39

40 H. Previous charges or actions that have been brought forth by the administration may be cited against the teacher if  
41 these previous acts are reasonably related to the existing charge. All previous charges or actions must have been  
42 shared with the teacher.  
43

44 1. The discipline, dismissal, demotion, and suspension of any teacher shall be for just cause.  
45

46 2. Where just cause warrants such action(s), a teacher may be demoted, suspended, or dismissed upon recom-  
47 mendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a  
48 real immediate danger to the district or other flagrant violation, progressive discipline shall be administered  
49 as follows:  
50

51 a. Verbal reprimand. (Written notation placed in site file.)  
52  
53  
54  
55

- 1           b. Written reprimand filed in personnel and site files.
- 2
- 3           c. Suspension with or without pay.
- 4
- 5           d. Dismissal.
- 6
- 7 I. Notations for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed
- 8 after a period of two years.
- 9
- 10 J. Letters of reprimand may be removed from a teacher’s official personnel file after a period of two years.
- 11
- 12 K. During the pendency of an investigation into an allegation of wrongdoing on the part of a teacher, the teacher
- 13 may be temporarily reassigned only if the charges, if proven to be true, could lead to the teacher’s termination or
- 14 suspension or if the teacher’s conduct poses a threat to any individual’s safety.
- 15
- 16 L. A teacher who fails to return to duty for each of the first three work days of new school year and who fails to
- 17 notify his or her principal of his or her intentions will be considered to have abandoned his or her job and may be
- 18 terminated.
- 19

20  
21 **ARTICLE XXVI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE**

- 22
- 23 A. The Board will provide terminal pay to a teacher at early or normal retirement or to his/her beneficiary if service
- 24 is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the teacher at
- 25 retirement or death multiplied by those percentages as outlined in Florida Statutes, and up to 100% of the teacher’s
- 26 accumulated leave days (as specified elsewhere in this Agreement). The teacher must leave the employment of
- 27 the School Board directly into the Florida Retirement system in either early or normal retirement status.
- 28
- 29 B. An employee who terminates for retirement purposes under the Public Employee Optional Retirement Program
- 30 shall be considered a retired employee if he or she meets the age and service requirements to qualify for normal
- 31 retirement as set forth in Section 121.021 (29) of Florida Statutes or has attained the age of 59 ½ and has six years
- 32 of credible service.
- 33

34  
35 **ARTICLE XXVII - LOCAL RELATIONSHIPS**

- 36
- 37 A. Upon request of either party at the local level, representatives of the Union and the employer shall meet at a
- 38 mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems
- 39 regarding personnel policies and practices and other matters affecting working conditions of a purely local nature
- 40 which are not covered by this Agreement. However, no changes to personnel policies and procedures affecting
- 41 working conditions shall be unilaterally implemented unless negotiated accordingly.
- 42
- 43 B. Disputes between the parties at the school level may be referred for resolution to the local level of the Union and
- 44 of the employer.
- 45

46  
47 **ARTICLE XXVIII - SALARIES**

- 48
- 49 A. Grandfathered Salary Schedule
- 50

51 The salary of each grandfathered teacher covered by this Agreement is set forth in Appendix A, which is attached

52 hereto and made a part thereof. Any teacher who holds continuing or professional services contract status retains

53 the right to remain on the Grandfathered Salary Schedule. The Grandfathered Salary Schedule will be those

54 schedules found in the 2014-15 Instructional Bargaining Unit Agreement and as subsequently modified herein

55 and in the future. Any teacher may elect to move to the Performance Salary Schedule by agreeing, in writing, to

1 permanently surrender his or her continuing or professional services contract pursuant to Chapter 1012.22, Florida  
2 Statutes. In so doing, the teacher permanently forfeits his or her right to return to the grandfathered status.  
3

#### 4 2015-16 Salary Computation:

5  
6 The yearly performance-based salary supplement for the 2015-16 school year will be 2.5%. That amount will be  
7 expressed as follows: teachers on the Grandfathered Instructional Salary Schedule will be increased by normal  
8 step progression for the 2015-16 school year. In addition, a grandfathered teacher who did not receive, but was  
9 entitled to step progression (as specified elsewhere in this Agreement) for the 2011-12 school year will recapture  
10 an additional step for that year's lack of step progression. Those teachers receiving just one step will also receive  
11 a 1.25% one-time supplemental payment. Those receiving no step will receive a 2.5% one-time supplemental  
12 payment. Teachers must be in active duty status at the time of the one-time supplemental payment to be eligible  
13 to receive the payment. These one-time supplemental payment amounts are paid on normal salary. All such  
14 moves will be retroactive to July 1, 2015.  
15

#### 16 Supplements (All supplements are subject to yearly renegotiation)

##### 17 18 1. Skill Based Supplements

19  
20 Annual Performance-Based Salary Supplement: Beginning with the 2016-17 school year the Grandfathered  
21 Salary Schedule will be automatically increased by the yearly negotiated performance-based supplements  
22 minus 1% per step for years in which step progression is granted, unless specifically altered herein.  
23

##### 24 a. Highly Effective or Effective Performance

25  
26 A teacher receiving an overall evaluation score falling within the Highly Effective or Effective range on  
27 his or her most recent TES evaluation at the time of the settlement is implemented will receive the above  
28 noted salary increase. The percentage or amount granted for any given school year will be subject to  
29 yearly negotiation.  
30

##### 31 b. Needs Improvement/Developing or Unsatisfactory Performance

32  
33 A teacher receiving an overall Needs Improvement/Developing or Unsatisfactory rating will not receive  
34 any performance-based supplement for that school year.  
35

36 This provision will also apply to any teacher on involuntary reassignment or administrative leave. Any  
37 teacher denied a yearly performance supplement due to involuntary reassignment or being placed on  
38 administrative leave will receive all applicable deferred supplements, with retroactivity, upon reinstatement  
39 to his or her former position.  
40

##### 41 2. Education Supplement

42  
43 All grandfathered teachers will continue to earn advanced degree and course work supplements in concert  
44 with the Grandfathered Salary Schedule.  
45

##### 46 3. Longevity

47  
48 Grandfathered teachers will continue to receive longevity payments in accordance with those procedures  
49 outlined in Appendix A of the previous Agreement. Longevity payments will be automatically increased by  
50 that amount added to the Grandfathered Salary Schedule through negotiations.  
51

##### 52 4. Need-Based Salary Supplements

53  
54 Need-based salary supplement(s) will be paid to a teacher if they meet the qualifications for said supplements.  
55 Need-based salary supplements do not become part of the teacher's base salary. Eligibility for need-based

1 salary supplements is determined annually. The yearly negotiated performance-based supplement will not  
2 be automatically applied to the need-based supplements. They will be subject to yearly re-negotiations and  
3 will be paid at the end of the school year in one lump sum. Teachers must be working at that assignment as  
4 of May 1<sup>st</sup> in any given school year to qualify.  
5

- 6 a. Any teacher assigned to a Title I school will be given a salary supplement equal to \$50 per year.
- 7
- 8 b. Any teacher assigned to an “F” school or a school rated “D” or “F” for three consecutive years or more  
9 will be given a salary supplement equal to \$50 per year.
- 10
- 11 c. Any teacher assigned to a critical shortage area agreed to by the parties in this Agreement will receive a  
12 supplement equal to 450 per year.
- 13
- 14 d. Any teacher assigned to a school determined by the parties to have a critical need and the agreed to  
15 emergency action plan includes a negotiated supplement.
- 16

#### 17 5. Activity Based Supplements

18 Any teacher receiving a sports or activity salary supplement as specified in Appendix A of this Agreement  
19 will be paid in the manner expressed in the 2014-15 Instructional Bargaining Unit Agreement. The Supple-  
20 ment Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary  
21 Schedule through negotiations.  
22  
23

#### 24 Implementation

- 25
- 26 1. Credit for salary purposes will be granted for:  
27
- 28 a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree.  
29 Teachers completing an advanced degree will be paid retroactive to the date of conferral of that degree.  
30
- 31 b. Additional courses which will increase the teacher’s professional effectiveness.  
32
- 33 c. Credit for courses earned beyond a Bachelor’s or Master’s degree (i.e., BA+30 or MA+45) will be  
34 granted only for those courses taken after the actual date of conferral of the previous degree. Such lane  
35 advancement will be granted upon the teacher’s request and verification of completion of credits by  
36 college transcripts and/or in-service record. Lane advancement will be effective the first working day  
37 following the verification of credits. The salary adjustment will be retroactive to be posted end date of  
38 the final required courses within the current school year.  
39
- 40 d. A Specialist’s degree in a related field will be considered equivalent to a MA+45 for salary purposes  
41 subject to the following conditions: the teacher must have both a Specialist’s degree and a minimum of  
42 75 hours of total graduate level course work. It will be the employee’s responsibility to notify the Board  
43 of any requested salary adjustment due to the implementation of the language. There will be no retro-  
44 active interpretation of this language for salary purposes.  
45
- 46 2. Credit for teaching experience will be granted for military service during a national emergency providing  
47 that military service was an interruption of teaching duties. Teaching experience in military service will be  
48 considered in the same way as other teaching experience outside Sarasota County.  
49
- 50 3. JROTC instructors will be paid based on the value of their Minimum Instructor Pay (MIP). Each instructor’s  
51 annual monetary compensation will be equal to MIP times 12. Annual compensation will be reviewed and  
52 adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with timelines for active  
53 duty military pay raises, as authorized and appropriated by the Congress of the United States. These adjust-  
54 ments will keep pace with MIP. It is the instructor’s responsibility to ensure that the District received notice  
55 of MIP changes that come from their parent Service.

- 1  
2 4. The following job classifications or job titles will receive a supplement of 7.1% above the appropriate  
3 teacher's daily rate of pay due to a lengthened normal duty day. The duration of work year figures shown  
4 below represents the normal work year for each position (except those employees covered by a prior con-  
5 tractual obligation).  
6

7 School Psychologist (11-month position)\*  
8 School Social Worker (11-month position)\*  
9 Program Specialist (11-month position)\*  
10

11 The above supplemented activities with the exception of the school psychologist and school social worker  
12 job classifications and those program specialists appointed to their positions prior to June 30, 1995, will be  
13 considered temporary in nature. Any position vacancies in an above listed supplemented activity must be  
14 posted countywide, in a manner consistent with other position vacancies (as specified in Article XIII). All  
15 qualified applicants will be interviewed for the position vacancies. The supplements for each of these posi-  
16 tions will be for one year's duration and be renewable thereafter. The employee will be told of his/her status  
17 for the coming school year, no less than four weeks prior to the last work day of the prior school year. An  
18 employee (other than a school psychologist or school social worker) will accrue no property right to, or  
19 expectation of, continued employment in the supplemental activity. During the period in which the teacher  
20 is serving in this supplemental activity, s/he will continue to be considered a member of the staff of his/her  
21 former work site assigned to temporary duty elsewhere for placement purposes.  
22

23 B. Performance Salary Schedule  
24

25 Any teacher on an annual or probationary contract and any teacher holding a continuing or professional services  
26 contract who willingly and permanently surrenders his or her continuing or professional services contract pursuant  
27 to Chapter 1012.22, Florida Statutes and is currently employed or on leave will be placed on the Performance  
28 Salary Schedule. Teachers on the Performance Salary Schedule are not eligible to receive longevity payments  
29 (other than grandfathered teachers moving to the Performance Salary Schedule. When a teacher on the Grandfa-  
30 thered Salary Schedule elects to move to the Performance Salary Schedule their longevity payments will be frozen  
31 at its current dollar value at the time of their election). Grandfathered teachers electing to move to the Perfor-  
32 mance Salary Schedule will retain their current normal salary for purposes of initial salary placement on the  
33 Performance Salary Schedule.  
34

35 2015-16 Salary Computation:  
36

- 37 1. Any current teacher moving to the Performance Salary Schedule will receive an initial salary based on their  
38 current normal salary at the time of ratification of this Agreement. In addition, for the 2015-16 implementa-  
39 tion year, a teacher will be given a salary increase of ½% for each year of service in the district from July 1,  
40 2011 to June 30, 2015. Full time service for one day more than one half of the contractual year will be  
41 counted as a year of service. If eligible, a 2.5% performance based supplement, included in the skill-based  
42 supplement below, will be added to the initial salary calculation to determine the teacher's total salary for  
43 2015-16. A teacher's 2015-16 salary with applicable education supplements will be no less than an initial  
44 salary of \$41,000 for a teacher with a Bachelor's, \$46,000 for a teacher with a Master's and \$51,000 for a  
45 teacher with a Doctorate.  
46
- 47 2. For teachers hired after ratification of this agreement, the initial salary for a 196-day teacher will be \$41,000.  
48 In addition, a teacher will receive ½% above the initial salary for each year of verifiable experience in an  
49 accredited pre-k-12 or Florida charter public school setting or accredited public school located in a foreign  
50 country if in a U.S. government-affiliated program. In the case of a teacher of Adult Education, public school,  
51 Florida charter school and foreign government-affiliated school service will be granted for pre-k-20 experi-  
52 ence. Full time service for one day more than one half of the contractual year will be counted as a year of  
53 service. In the case of SLPs, OTs, and PTs, where the professional licensure is required, verifiable outside  
54 clinical experience can be used in lieu of K-12 experience. Credit for outside teaching experience will be  
55 limited to a maximum of 7.5% above the initial salary.



1  
2 Supplements (All supplements are subject to yearly renegotiation)  
3

4 1. Skill-Based Salary Supplements  
5

6 a. Annual Performance-Based Salary Supplement  
7

8 (1) Highly Effective or Effective Performance  
9

10 A teacher receiving an overall evaluation score falling within the Highly Effective or Effective range  
11 on the previous school year's evaluation will receive a 2.5% increase on their normal salary. The  
12 percentage or amount granted for any given school year will be subject to yearly negotiation. This  
13 requirement will be waived for teachers hired during the present school year and in the case of  
14 teachers returning from a leave of absence who do not have a current evaluation. In the case of the  
15 latter, their most recent evaluation will be used in determining whether or not they qualify for the  
16 performance supplement.  
17

18 (2) Needs Improvement/Developing or Unsatisfactory Performance  
19

20 A teacher receiving an overall Needs Improvement/Developing or Unsatisfactory rating will not  
21 receive any performance-based supplement for that school year.  
22

23 This provision will also apply to any teacher on involuntary reassignment or administrative leave.  
24 Any teacher denied a yearly performance supplement due to involuntary reassignment or being  
25 placed on administrative leave will receive all applicable deferred supplements upon reinstatement  
26 to his or her former position.  
27

28 b. Supplement for Inside Teaching Experience  
29

30 Teachers will receive a ½% increase on their normal salary, if in the preceding year, they received an  
31 overall TES evaluation of Effective or Highly Effective while on the Performance Salary Schedule and  
32 worked one day more than one half of the contractual year. Time earned while paid on the grandfathered  
33 scale does not apply for inside teaching experience credit.  
34

35 c. Education Supplement  
36

37 Upon ratification of the 2015-2016 Agreement, teachers on the Performance Salary Schedule are eligible  
38 to receive an annual education supplement upon conferral of an advanced degree and who have not  
39 received salary credit for that same degree on the former pay scale, as described below:  
40

41 MA	\$5,000.00 (\$5,000 over BA)
42 Doctorate	\$10,000.00 (\$5,000 over MA)

43  
44 In addition to the MA and Doctorate education supplements, for those teachers who move from the  
45 Grandfathered Salary Schedule: those with a BA+30 credit at the time of the move will receive an addi-  
46 tional education supplement of \$2,500 for earning a Master's degree and those with MA+45 at the time  
47 of the move will receive an additional education supplement of \$2,500 for earning a Doctorate degree.  
48 For payroll purposes, these education supplements will be separated from normal salary at the time of  
49 placement of the Performance Salary Schedule.  
50

51 Teachers hired before July 1, 2011 and who were involuntarily placed on this salary schedule at time of  
52 implementation, will be given until June 30, 2018 to earn either a BA+30 or MA+45 status. A teacher  
53 meeting those qualifications will be paid a yearly supplement of \$2,500 for the advanced course work.  
54 In such cases, the advanced course work need not be earned in a specific area of certification held by  
55 that teacher.

1  
2 Except as noted above, in order to qualify for one of the above salary supplements the advanced degree must be  
3 earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of  
4 certification which led to the advanced degree supplement will lose that education supplement. An advanced  
5 degree in Curriculum and Instruction will be considered in-field for all academic areas (there will be no retroac-  
6 tivity in this particular instance).  
7

## 8 2. Need-Based Salary Supplements 9

10 Need-based salary supplement(s) will be paid to a teacher if they meet the qualifications for said supplement.  
11 Need-based salary supplements do not become part of the teacher's base salary. Eligibility for need-based  
12 salary supplements is determined annually. The yearly negotiated performance-based supplement will not  
13 be automatically applied to the need-based supplements. They will be subject to yearly re-negotiation and  
14 will be paid at the end of the school year in one lump sum. Teachers must be working at that assignment as  
15 of May 1<sup>st</sup> in any given school year to qualify.  
16

- 17 a. Any teacher assigned to a Title I school will be given a salary supplement equal to \$50 per year.
- 18 b. Any teacher assigned to an "F" school or a school rated "D" or "F" for three consecutive years or more  
19 will be given a salary supplement equal to \$50 per year.
- 20 c. Any teacher assigned to a critical shortage area agreed to by the parties in this Agreement will receive a  
21 supplement equal to \$50 per year.
- 22 d. Any teacher assigned to a school determined by the parties to have a critical need and the agreed to  
23 emergency action plan includes a negotiated supplement.  
24  
25  
26  
27

## 28 3. Activity-Based Supplements 29

30 Any teacher receiving a sports or activity salary supplement as specified in Appendix A of this Agreement  
31 will be paid in the manner expressed in the 2014-15 Instructional Bargaining Unit Agreement. The Supple-  
32 ment Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary  
33 Schedule through negotiations.  
34

### 35 Implementation: 36

- 37 1. Credit for teaching experience will be granted for military service during a national emergency providing  
38 that military service was an interruption of teaching duties. Teaching experience in military service will  
39 be considered in the same way as other teaching experience outside Sarasota County.  
40
- 41 2. JROTC instructors will be paid based on the value of their Minimum Instructor Pay (MIP). Each in-  
42 structor's annual monetary compensation will be equal to MIP times 12. Annual compensation will be  
43 reviewed and adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with  
44 timelines for active duty military pay raises, as authorized and appropriated by the Congress of the  
45 United States. These adjustments will keep pace with MIP. It is the instructor's responsibility to ensure  
46 that the District received notice of MIP changes that come from their parent Service.  
47
- 48 3. The following job classifications or job titles will receive a supplement of 7.1% above the appropriate  
49 teacher's daily rate of pay due to a lengthened normal duty day. The duration of work year figures shown  
50 below represents the normal work year for each position (except those employees covered by a prior  
51 contractual obligation).  
52  
53 School Psychologist (11-month position)\*  
54 School Social Worker (11-month position)\*  
55 Program Specialist (11-month position)\*

1 The above supplemented activities with the exception of the school psychologist and school social  
2 worker job classifications and those program specialists appointed to their positions prior to June 30,  
3 1995, will be considered temporary in nature. Any position vacancies in an above listed supplemented  
4 activity must be posted countywide, in a manner consistent with other position vacancies (as specified  
5 in Article XIII). All qualified applicants will be interviewed for the position vacancies. The supplements  
6 for each of these positions will be for one year's duration and be renewable thereafter. The employee  
7 will be told of his/her status for the coming school year, no less than four weeks prior to the last work  
8 day of the prior school year. An employee (other than a school psychologist for school social worker)  
9 will accrue no property right to, or expectation of, continued employment in the supplemental activity.  
10 During the period in which the teacher is serving in this supplemental activity, s/he will continue to be  
11 considered a member of the staff of his/her former work site assigned to temporary duty elsewhere for  
12 placement purposes.

13  
14 (Instructional Salary Schedule + 7.1%) - 220 Day Schedule. For those employees hired or transferred  
15 into a school psychologist, social worker, or program specialist position after June 30, 2011, the normal  
16 work year will be 196 days.

17  
18 Volunteers may be sought at the discretion of management for school psychologists, social workers, or  
19 program specialist to alter their term of contract from 11-month to 10-month. Such moves will be irrev-  
20 ocable.

- 21  
22 4. For payroll purposes, teachers moving to the Performance Salary Schedule who were formerly paid on  
23 the Grandfathered Salary Schedule will have their grandfathered normal salary converted in the follow-  
24 ing manner; longevity pay, if applicable, will be frozen at the current dollar amount at date of conversion  
25 and grandfathered instructional salaries that include the value of any applicable advanced degree or  
26 course work will be separated into two components on the Performance Salary Schedules as follows:

27  
28

BA+30	\$ 2,500
MA	\$ 5,000
MA+45	\$ 7,500
Doc	\$10,000

30  
31  
32

33 The use of this chart for payroll purposes in no way diminishes or increases the amount paid to such a  
34 teacher. The value of the advanced degree on the Grandfathered Salary Schedule over and above that  
35 value shown on the above chart will be reflected in the salary section of an employee's pay.

- 36  
37 5. Teachers completing an advanced degree will be paid retroactive to the date of conferral of that degree  
38 but will be prorated for the remainder of the school year.

39  
40 C. Method of Payment

41  
42 1. Number of Payments

43  
44 Each teacher will be paid in 24 installments.

45  
46 2. Pay Dates

47  
48 196-day teachers: Beginning with the last weekday of August, pay dates shall be the fifteenth and last week-  
49 day of each month.

50  
51 220—day teachers: Beginning with August 15<sup>th</sup>, pay dates shall be the 15<sup>th</sup> and the last weekday of each  
52 month.

53  
54 12-month teachers will be paid semi-monthly.  
55

1 The first 196-day teacher pay date is the last weekday of August. However, should the teacher work year be  
2 adjusted in such a manner that the first teacher work day occurs before August 5<sup>th</sup> in any given year, the first  
3 pay date will become August 15<sup>th</sup>. Should the first teacher work date occur after August 20<sup>th</sup> in a given  
4 school year, the first teacher pay date will be September 15<sup>th</sup>.

5  
6 3. Exceptions

7  
8 When a pay date falls on a Federal holiday or weekend, teachers shall receive their paychecks on the last  
9 previous weekday.

10  
11 4. Direct Deposit

12 All teacher pay will be directly deposited into his or her checking or savings account.

13  
14  
15 5. Final Pay

16  
17 When a teacher separates employment from the Board, they will be paid on the next pay period for all con-  
18 tracted duty days worked through the effective date of separation.

19  
20 6. Withholding of Pay

21  
22 Payment of salaries for work days completed shall not be withheld for punitive reasons. The principal or  
23 other authorized person may withhold the final check if the teacher has missed workdays represented in that  
24 check and subsequent to the preparation and delivery of the check to the principal. A corrected check shall  
25 be delivered to the teacher as provided in Section 7 below. Withholding of checks for failure to submit all  
26 required health examinations and tests, fingerprints or pre-employment drug testing or to provide the Office  
27 of Human Resources with the date of appointment for examination is not considered punitive.

28  
29 Employees will not be docked for paid holidays unless they are on a Board-approved unpaid leave of absence  
30 at the time of the paid holiday or they are in an unpaid status for the entire pay period encompassing the paid  
31 holiday.

32  
33 7. Payroll Errors

34  
35 Necessary corrections of payroll checks shall be made within five days of notification.

36  
37 D. Supplements

38  
39 1. All supplements will be paid in accordance with the Supplement Salary Schedule (Appendix A) of this Agree-  
40 ment.

41  
42 2. Any new supplement must be approved by the Board prior to any payment.

43  
44  
45 **ARTICLE XXIX - EMPLOYEE ASSISTANCE PROGRAM**

46  
47 A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonym-  
48 ity of the teacher. The provisions of this program will also apply to all School Board retirees.

49  
50 B. This program shall include but not be limited to counseling for the following:

51  
52 1. Drug Abuse

53  
54 2. Alcohol Abuse

- 1 3. Family Counseling
- 2
- 3 4. Financial Counseling
- 4
- 5 5. Psychological Difficulties
- 6
- 7 6. Stopping the use of tobacco products.
- 8
- 9

10 **ARTICLE XXX - EFFECT OF AGREEMENT**

- 11
- 12 A. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sara-
- 13 sota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of
- 14 this Agreement.
- 15
- 16 B. An individual contract which is executed during the term of this Agreement between the Board and a teacher shall
- 17 be made expressly subject to the terms of this Agreement. An individual contract which is executed during an
- 18 interim period between this and subsequent agreements between the Board and a teacher shall contain a clause
- 19 providing that after execution of this Agreement, said individual contract shall be brought into conformity with
- 20 the terms of that Agreement.
- 21
- 22 C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor
- 23 Agreement is ratified by the parties.
- 24
- 25 D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or
- 26 interpreting any contract language contained herein, to resolve grievances, or to establish any other term or con-
- 27 dition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into
- 28 by the parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a
- 29 grievance will continue in full force and effect unless altered in a subsequent Collective Bargaining Agreement,
- 30 or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Mem-
- 31 orandum of Understanding establishing any term or condition of employment not covered by this Agreement will
- 32 be considered null and void at the end of the contract unless expressly extended by the parties. Such Memoranda
- 33 of Understanding for these purposes will not require ratification by the parties unless those terms are incorporated
- 34 into a subsequent Agreement.
- 35
- 36

37 **ARTICLE XXXI - BENEFITS**

38

- 39 A. Health Insurance

40

- 41 Plan Specifications

- 42
- 43 1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each
- 44 teacher at no cost with the following minimum specifications:
- 45
  - 46 a. Unlimited Lifetime Maximum
  - 47
  - 48 b. Deductible - Individual \$500
  - 49
  - 50 c. In-Network Coinsurance at no less than 90%
  - 51
  - 52 Out-of-Network Coinsurance is no less than 70%.
  - 53
  - 54 d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and
  - 55 customary).

- 1 e. Out-of-Pocket Maximum - \$2,000 including deductible
- 2
- 3 f. Yearly Physical Examination (subject to \$250 yearly limit)
- 4
- 5 g. Primary Care Physician Co-Pay - \$25; Specialist Co-Pay - \$50
- 6
- 7 h. Prescription Drug Schedule - \$20/\$40/\$60
- 8
- 9 i. Emergency Room Visit - \$150
- 10
- 11 2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to teachers who do
- 12 not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited.
- 13 The HMO will be offered to all teachers at no cost with the following minimum specifications:
- 14
- 15 a. Lifetime Maximum – Unlimited
- 16
- 17 b. Deductible - \$250
- 18
- 19 c. Primary Care/Specialist Office Visit - \$20/\$40
- 20
- 21 d. Inpatient Hospital - \$200/Admission
- 22
- 23 e. Emergency Room Visit - \$150
- 24
- 25 f. Out of Pocket Maximum – \$1,750 including deductible
- 26
- 27 g. Yearly Physical Examination (subject to \$20 co-payment)
- 28
- 29 h. Prescription Drug Schedule - \$20/\$40/\$60
- 30
- 31 3. The School Board will provide spouse, dependent and family health insurance options for both the PPO plan
- 32 and the HMO plan at the teacher’s expense. The Board will offer an alternative family health insurance option
- 33 at the teacher’s expense that will provide for lower benefits and premium levels. Should a teacher elect this
- 34 option for his or her family, he or she must elect this option for his or her coverage.
- 35
- 36 4. Teachers who have elected to waive their right to medical insurance by signing a School Board affidavit of
- 37 insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. If such an
- 38 election has been made, the School Board will contribute the sum of \$254.06 per month to the teacher’s
- 39 existing 401(k) account until such time as the teacher voluntarily rescinds the waiver of insurance or leaves
- 40 the employ of the School Board. Once a teacher’s election to waive his or her right to medical insurance has
- 41 been rescinded for any reason, that teacher may not elect to waive medical insurance pursuant to this para-
- 42 graph again in the future. All teachers other than those who have elected to waive their right to medical
- 43 insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be
- 44 allowed to elect a waiver of health insurance.
- 45
- 46 B. Worker’s Compensation - The School Board will provide Worker’s Compensation insurance for all teachers as
- 47 outlined in State Statutes.
- 48
- 49 C. Cafeteria Plan - The School Board will provide to each teacher at no cost the following benefits:
- 50
- 51 1. Life Insurance - \$50,000 for each teacher
- 52
- 53 2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of \$4,000 per month
- 54

- 1 3. Dental Plan - Panel plan for teacher  
2  
3 4. Vision Plan - for teacher  
4  
5 D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each teacher may  
6 pay for if they choose any individual option:  
7  
8 1. Dental Plan - Panel plan for dependents, and indemnity plan for teacher and dependents.  
9  
10 2. Vision Plan - dependents  
11  
12 3. 401 (k) Plan  
13  
14 4. Medical Reimbursement Account - teacher and family  
15  
16 E. Reopeners  
17  
18 Either party may reopen negotiations if costs exceed present School Board contributions for supplemental core  
19 benefits (Section C, above).  
20  
21 F. Retirement  
22  
23 The employer shall provide a retirement plan or plans as established by Florida Statutes.  
24  
25 G. Sick Leave  
26  
27 Sick leave shall be cumulative and subject to Florida Statutes. A teacher shall upon retirement be reimbursed for  
28 any unused sick leave as outlined in Article XXVI.  
29  
30 H. Medicare/Medicaid Supplements  
31  
32 The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in  
33 this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the  
34 insurer.  
35  
36 I. 401A Plan  
37  
38 The School Board will provide the 401A plan described in Appendix I of this Agreement to enable employees to  
39 shelter accumulated sick and/or vacation days in a pre-tax fashion upon retirement. All retiring employees with  
40 at least \$2,500 value of accumulated sick and/or vacation time will participate in this plan.  
41  
42

43 **ARTICLE XXXII - TOBACCO POLICY**  
44

- 45 A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased  
46 to, the School Board.  
47  
48 B. Each cost center head shall establish an area on the cost center's campus to be the designated area of the use of  
49 tobacco products. This designated area may not be contained within any building owned by, or leased to, the  
50 School Board and may not be located in any area which is normally in view of students or the public.  
51  
52 C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco free in accordance  
53 with those procedures outlined in Article XXIV, of this Agreement.  
54

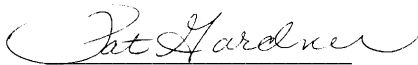
1 D. Non-school work sites may elect to make their site a tobacco-free environment by a majority secret ballot vote of  
2 those casting ballots. A vote will be triggered by a petition sent to the superintendent including 10% or more of  
3 the employees assigned to the work site (a work site may be constituted by multiple cost centers housed in the  
4 same physical location). There will be no more than one vote per school year. A work site can change its selection  
5 by conducting a subsequent vote.  
6

7  
8 **ARTICLE XXXIII - DURATION OF AGREEMENT**  
9

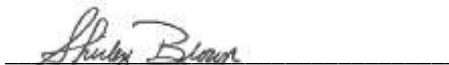
- 10 A. This Agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2017. This Agree-  
11 ment may be extended only in writing.  
12  
13 B. This Agreement may not be assigned by either party.  
14  
15 C. This Agreement is subject to salary and benefit re-openers for the 2015-2016 and 2016-2017 school years.

16 Contract language can only be reopened for negotiation if mutually agreed to by the parties.  
17

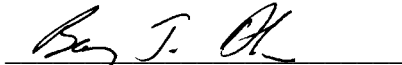
18  
19 IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED  
20 INTO THIS NINTH DAY OF DECEMBER 2014, BY AND BETWEEN THE SARASOTA CLASSI-  
21 FIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.  
22

23  
24 

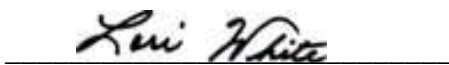
25  
26 Pat Gardner  
27 President, Sarasota Classified/  
28 Teachers Association, Inc.

29 

30 Shirley Brown  
31 Chairperson of the School Board of  
32 Sarasota County, Florida

33 

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

37 

38 Lori White  
39 Superintendent of Schools

40  
41 **ARTICLE XXXIV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)**  
42

- 43 A. Optional Participation

44 A teacher's participation in the DROP is optional on the teacher's part.  
45

- 46 B. Employment Status

47 Teachers who have elected to participate in DROP will be considered active teachers of the Board while awaiting  
48 separation. They will accrue all salaries and benefits consistent with other active teachers.  
49

- 50 C. Separation Date

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

- D. Vacation Day Accruals



1 Any accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the teacher’s  
2 DROP application. Hours in excess of the 60-day cap will remain in the teacher’s accrual. There will be no second  
3 payoff of vacation days when the teacher subsequently separates from service with the Board. He/she may use  
4 any such accrued days for vacation purposes.  
5

6 E. Sick Leave Accruals  
7

8 Employees will elect to transfer 100% of their accrued sick leave into their Bencor Special Pay Plan account  
9 either upon entering the DROP program or upon final separation of service from the School Board of Sarasota  
10 County, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable  
11 taxes. For any employee extending their DROP election, 100% of their sick leave will be paid out at the end of 5  
12 years and 100% at the end of each extension.  
13

14  
15 **ARTICLE XXXV – NON-DISCRIMINATION**  
16

17 The parties agree to operate a school system and work place that is free of discrimination and harassment in any form.  
18 To this end, the parties state that they will not tolerate discrimination against employees or students because of race,  
19 creed, color, age, sex, handicap, marital status, sexual orientation, national origin, religious and/or political belief or  
20 activity, or religious activities outside the school day and school premises. This code of conduct will apply to all  
21 interactions between employees, parents, and students alike. Any employee or student who violates this article shall  
22 be subject to discipline pursuant to this Agreement or the code of Student Conduct.  
23

24  
25 **ARTICLE XXXVI – ACADEMIC IMPROVEMENT**  
26

27 A. Schools in Need of Academic Assistance  
28

- 29 1. Failure of a school to make state Adequate Yearly Progress guidelines – “schools in academic difficulty”.  
30

31 The purpose of this section is to provide intensive assistance to a struggling school during year four of the  
32 academic cycle. Ideally, the intensive assistance will support the school in making AYP at the conclusion of  
33 year four.  
34

35 After a school has not made adequate yearly progress for three or more consecutive years that school may be  
36 designated by the School District as a “school in academic difficulty”.  
37

38 Because of limited capacity, the district agrees to designate up to five schools per year in this category. The  
39 five schools that are numerically the greatest distance from making AYP are eligible for the designation.  
40

41 Once designed, the administration and instructional faculty of the school and the SC/TA will be notified in  
42 writing as soon as possible. Part of this notice will be the inclusion of an IES (Individual Expectations Sheet).  
43 The IES will contain a full description of the requirements of teachers at a school designated as “in academic  
44 difficulty” for the coming year.

45 Components of being a “School in Academic Difficulty”:  
46

- 47 a. Enhanced Monitoring- A district team will be appointed to supervise the enhanced monitoring for the  
48 next school year.  
49

50 Enhanced Monitoring will include but not limited to:  
51

- 52 Following District Lesson Plan Format  
53 Training and use of McRel High-Impact Strategies  
54 District Collaborative Planning Format  
55 Additional Classroom Walkthrough Observation

1 Content area Literacy Instruction  
2 Following Approved Curriculum Maps  
3

- 4 b. School Improvement Plan – The District will approve the school improvement plan and will narrow the  
5 focus of the plan to facilitate accomplishing AYP.  
6  
7 c. Professional Development – All instructional faculty must participate in the 30 hours professional de-  
8 velopment, which will be directed at the areas needing focus.  
9  
10 d. Individual Expectations Sheet/Voluntary Surplus – Each instructional faculty member will be required  
11 to complete the IES or indicate that they are requesting a voluntary surplus for the upcoming school year.  
12 Instructional faculty members who elect the voluntary surplus will not have a right-to- recall.  
13  
14 e. IES – All new instructional faculty members to the building, including but not limited to new hires,  
15 transfers, those who return from leave, surplus placement, or exercise their right-to-recall must agree to  
16 sign the Individual Expectations Sheet.  
17  
18 2. In the event that a school does not make AYP in the year immediately following the School in Academic  
19 Difficulty designation, the school will be designated as “A Critical Needs School”. Components A, B, and C  
20 above will be followed. In addition once designated a “Critical Needs School”, the language in Section B  
21 below will apply.  
22  
23 3. If a school that is designated in academic difficulty pursuant to Section I above successfully makes AYP in  
24 year four, every full-time instructional faculty member who works at that school for one day more than half  
25 the school year will receive a \$1,000 bonus for their achievement.  
26

27 B. Critical Needs Schools  
28

29 In the case of schools that have received “D” or “F” ratings from the State of Florida, the District may implement  
30 an emergency action plan to improve student achievement. The parties also agree that, upon mutual agreement,  
31 any school determined to have a critical need may also receive an emergency action plan. This plan, the terms of  
32 which will be agreed to by the parties, may include but is not limited to the following interventions:  
33

- 34 1. The surplussing of Instructional and administrative staff as well as secretaries (including but not limited to,  
35 Principal’s secretary, bookkeepers, registrars and all employees paid on the secretarial salary lanes) and aides.  
36  
37 2. Surplussed employees will be placed in accordance with those procedures found elsewhere in this Agree-  
38 ment.  
39  
40 3. Employees surplussed under the provisions of this Article will not have a right of recall back to the critical  
41 needs school.  
42  
43 4. Surplussed employees may seek reinstatement to a position in the school. All such employees, as well as  
44 employees seeking voluntary lateral transfer or initial hire to a position in this school, will be interviewed by  
45 an interview committee that will be appointed by the Superintendent of Schools after consultation with the  
46 President of the Union. During the term of this plan, future vacancies will not appear on the surplus list. The  
47 hiring committee will first consider the rehiring of existing staff. The decision of the interview committee is  
48 final and is not subject to the grievance and arbitration process. The parties may agree to require additional  
49 qualifications in order to be able to apply for any and all positions.  
50  
51 5. The parties may agree to offer financial incentives to staff members of the reconstituted staff.  
52  
53 6. The parties may agree to an elongated staff and/or student day and/or year at a restructured critical needs  
54 school.  
55

1           7. Additional interventions may be agreed to by the parties.  
2  
3

4           **ARTICLE XXXVII – DIFFERENTIATED PAY FOR DISTRICT CRITICAL SHORTAGE AREA(S)**  
5

6           The parties are empowered to, and agree to, negotiate on a yearly basis a Memorandum of Understanding to identify  
7           the endorsement and/or certification areas of critical shortage area(s) to the School Board Sarasota County and how  
8           best to address that shortage. The negotiated memorandum may include ways of incentivizing teachers to become  
9           endorsed and/or certified in the district critical shortage areas or ways of persuading already properly endorsed and/or  
10          certified teachers to move into vacancies in the identified areas.  
11

**APPENDIX A - SALARY SCHEDULES**  
**INSTRUCTIONAL SALARY SCHEDULE**

<b>Step</b>	<b>Bachelors</b>	<b>Bachelors+30</b>	<b>Masters</b>	<b>Masters+45</b>	<b>Doctorate</b>
0	\$39,783	\$41,261	\$43,104	\$46,054	\$48,022
1	\$40,265	\$42,058	\$43,938	\$47,055	\$49,065
2	\$40,746	\$42,854	\$44,771	\$48,056	\$50,108
3	\$41,227	\$43,652	\$45,602	\$49,056	\$51,151
4	\$41,711	\$44,448	\$46,435	\$50,056	\$52,194
5	\$42,193	\$45,246	\$47,266	\$51,058	\$53,237
6	\$42,674	\$46,042	\$48,100	\$52,058	\$54,280
7	\$43,157	\$46,839	\$48,931	\$53,058	\$55,324
8	\$43,639	\$47,635	\$49,764	\$54,059	\$56,367
9	\$44,120	\$48,432	\$50,596	\$55,059	\$57,411
10	\$44,601	\$49,229	\$51,428	\$56,059	\$58,453
11	\$45,085	\$50,026	\$52,260	\$57,061	\$59,496
12	\$45,567	\$50,823	\$53,093	\$58,060	\$60,539
13	\$46,048	\$51,619	\$53,926	\$59,061	\$61,583
14	\$46,531	\$52,416	\$54,758	\$60,062	\$62,627
15	\$47,012	\$53,212	\$55,590	\$61,062	\$63,670
16	\$47,494	\$54,011	\$56,422	\$62,062	\$64,711
17	\$47,978	\$54,807	\$57,256	\$63,064	\$65,755
18	\$48,459	\$55,604	\$58,087	\$64,064	\$66,799
19	\$48,941	\$56,400	\$58,920	\$65,063	\$67,843
20	\$49,422	\$57,197	\$59,751	\$66,065	\$68,886
21	\$49,905	\$57,994	\$60,585	\$67,064	\$69,929
22	\$50,386	\$58,791	\$61,416	\$68,065	\$70,971
23	\$50,868	\$59,587	\$62,249	\$69,066	\$72,015
24	\$51,351	\$60,384	\$63,082	\$70,067	\$73,059
25	\$51,833	\$61,180	\$63,913	\$71,067	\$74,102
26	\$52,314	\$61,978	\$64,747	\$72,068	\$75,145
27	\$52,797	\$62,773	\$65,578	\$73,067	\$76,188
28	\$53,279	\$63,572	\$66,411	\$74,069	\$77,231
29	\$53,761	\$64,368	\$67,243	\$75,069	\$78,275

**IMPLEMENTATION:**

1. Credit for experience will be granted as follows:
  - a. For newly hired teachers, one step will be granted for every three full years of teaching experience in any public school. The employee’s initial step placement will then be one step above that determined herein.
  - b. Teachers designated as “experts-in-field” will be placed on Step One of the Bachelor’s lane. For purposes of salary credit, “public school” refers to grades PreK-12 in an accredited public school located in the United States or in a foreign country if in a U. S. government-affiliated program. In the case of teachers of Adult Education, public school PreK-20 experience will be accepted.
  - c. Full-time service for one day more than one-half of the contractual period may be counted as a year of service. Part years may not be combined to achieve a full year. Any teacher who works one-half time or more and who works for more than one day more than half a year will receive salary credit for the respective year of service. Time spent as a graduate assistant or intern may not be considered for salary purposes.

- 1 2. Credit for salary purposes will be granted for:
  - 2
  - 3 a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree. Teachers completing an advanced degree will be paid retroactive to the date of conferral of that degree.
  - 4
  - 5
  - 6 b. Additional courses which will increase the teacher's professional effectiveness.
  - 7
  - 8 c. Credit for courses earned beyond a Bachelor's or Master's degree (i.e., BA+30 or MA+45) will be granted only for those courses taken after the actual date of conferral of the previous degree. Such lane advancement will be granted upon the teacher's request and verification of completion of credits by college transcripts and/or in-service record. Lane advancement will be effective the first working day following the verification of credits. The salary adjustment will be retroactive to the posted end date of the final required courses within the current school year.
  - 9
  - 10
  - 11
  - 12
  - 13
  - 14
  - 15 d. A Specialist's degree in a related field will be considered equivalent to a MA+45 for salary purposes subject to the following conditions; the teacher must have both a Specialist's degree and a minimum of 75 hours of total graduate level course work. It will be the employee's responsibility to notify the Board of any requested salary adjustment due to the implementation of this language. There will be no retroactive interpretation of this language for salary purposes.
  - 16
  - 17
  - 18
  - 19
  - 20
  - 21 e. For teachers hired on or after July 2, 2011, credit for advanced degrees will only be given in an area of certification held by the teachers. Teachers hired after this date will not be eligible for placement on the BA+30 or MA+45 salary lane.
  - 22
  - 23
  - 24
  - 25 3. Credit for teaching experience will be granted for military service during a national emergency providing that military service was an interruption of teaching duties. Teaching experience in military service will be considered in the same way as other teaching experience outside Sarasota County.
  - 26
  - 27
  - 28
  - 29 4. JROTC instructors will be paid based on the value of their Minimum Instructor Pay (MIP). Each instructor's annual monetary compensation will be equal to MIP times 12. Annual compensation will be reviewed and adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with timelines for active duty military pay raises, as authorized and appropriated by the Congress of the United States. These adjustments will keep pace with MIP. It is the instructor's responsibility to ensure that the District received notice of MIP changes that come from their parent Service.
  - 30
  - 31
  - 32
  - 33
  - 34
  - 35
  - 36 5. The increase for a teacher may be withheld above step six by official action of the School Board of Sarasota County in a regular meeting or a special meeting, based upon the recommendation of the Superintendent that the teacher's service has been unsatisfactory for the previous year. Such a recommendation shall be based upon the criteria and procedures defined in the official Board rules on the evaluation of instruction.
  - 37
  - 38
  - 39
  - 40
  - 41 6. The following job classifications or job titles will receive a supplement of 7.1% above the appropriate teacher's daily rate of pay due to a lengthened normal duty day. The duration of work year figures shown below represents the normal work year for each position (except those employees covered by a prior contractual obligation).
  - 42
  - 43
  - 44

- 45 School Psychologist (11 month position)\*
- 46 School Social Worker (11 month position)\*
- 47 Program Specialist (11 month position)\*
- 48

49 The above supplemented activities with the exception of the school psychologist and school social worker job  
 50 classifications and those program specialists appointed to their positions prior to June 30, 1995, will be considered  
 51 temporary in nature. Any position vacancies in an above listed supplemented activity must be posted countywide,  
 52 in a manner consistent with other position vacancies (as specified in Article XIII). All qualified applicants will  
 53 be interviewed for the position vacancies. The supplements for each of these positions will be for one year's  
 54 duration and be renewable thereafter. The employee will be told of his/her status for the coming school year, no

less than four weeks prior to the last work day of the prior school year. An employee (other than a school psychologist or school social worker) will accrue no property right to, or expectation of, continued employment in the supplemental activity. During the period in which the teacher is serving in this supplemental activity, s/he will continue to be considered a member of the staff of his/her former work site assigned to temporary duty elsewhere for placement purposes.

Any teacher presently paid on either the 7.1% supplemented salary schedule who is not placed on their appropriate step will have his or her step placement adjusted. There will be no retroactive interpretation of this adjustment.

School Psychologist, Social Worker, Program Specialist

(Instructional Salary Schedule + 7.1%) – 220 Day Schedule. For those employees hired or transferred into a school psychologist, social worker, or program specialist position after June 30, 2011, the normal work year will be 196 days.

Volunteers may be sought at the discretion of management for school psychologists, social workers or program specialists to alter their term of contract from 11-month to 10-month. Such moves will be irrevocable.

Step	Bachelors	BA+30	Masters	MA+45	Doctorate
0	\$47,825	\$49,602	\$51,818	\$55,364	\$57,729
1	\$48,404	\$50,560	\$52,819	\$56,566	\$58,983
2	\$48,982	\$51,517	\$53,821	\$57,770	\$60,237
3	\$49,562	\$52,475	\$54,820	\$58,972	\$61,490
4	\$50,143	\$53,432	\$55,821	\$60,175	\$62,746
5	\$50,721	\$54,392	\$56,821	\$61,378	\$63,999
6	\$51,300	\$55,349	\$57,823	\$62,580	\$65,252
7	\$51,881	\$56,307	\$58,822	\$63,783	\$66,507
8	\$52,460	\$57,264	\$59,824	\$64,986	\$67,761
9	\$53,039	\$58,222	\$60,823	\$66,189	\$69,016
10	\$53,617	\$59,181	\$61,825	\$67,391	\$70,270
11	\$54,198	\$60,138	\$62,824	\$68,595	\$71,523
12	\$54,778	\$61,097	\$63,826	\$69,796	\$72,777
13	\$55,356	\$62,054	\$64,827	\$70,999	\$74,032
14	\$55,937	\$63,013	\$65,827	\$72,202	\$75,286
15	\$56,515	\$63,969	\$66,828	\$73,405	\$76,541
16	\$57,095	\$64,928	\$67,827	\$74,607	\$77,793
17	\$57,675	\$65,884	\$68,829	\$75,812	\$79,048
18	\$58,254	\$66,844	\$69,828	\$77,014	\$80,302
19	\$58,833	\$67,801	\$70,830	\$78,215	\$81,557
20	\$59,413	\$68,759	\$71,829	\$79,419	\$82,811
21	\$59,993	\$69,716	\$72,831	\$80,621	\$84,064
22	\$60,572	\$70,674	\$73,830	\$81,824	\$85,318
23	\$61,150	\$71,632	\$74,832	\$83,028	\$86,573
24	\$61,731	\$72,590	\$75,833	\$84,230	\$87,827
25	\$62,310	\$73,548	\$76,833	\$85,434	\$89,082
26	\$62,889	\$74,506	\$77,834	\$86,636	\$90,334
27	\$63,469	\$75,463	\$78,834	\$87,838	\$91,588
28	\$64,049	\$76,422	\$79,835	\$89,042	\$92,843
29	\$64,628	\$77,379	\$80,835	\$90,244	\$94,097

1 Instructional Longevity  
2

LONGEVITY SALARY GROUPING	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%

3 Longevity is computed by multiplying that percentage shown above by the Step 0 amount in any given salary lane.  
4

5 7. Longevity Implementation:  
6

- 7 a. Longevity payments are available to only those teachers with an effective date of hire prior to July 1, 2011.
- 8
- 9 b. Longevity payments will be based upon total time of employment as an appointed employee (except as modified below) with the School Board of Sarasota County as a member of either the Instructional or Classified Bargaining Units. In cases where service has been broken, there will be no recapture of service for the purpose of longevity payments. This provision does not apply to employees who switch bargaining units and remain in continuous employment with the Board. Employees previously given recapture credit will be allowed to retain that credit.
- 10
- 11
- 12
- 13
- 14
- 15
- 16 c. For purposes of determining the length of continuous service for longevity purposes, an employee must have worked in an active duty capacity, one day more than one-half of a normal work year. Multiple partial years of service may not be combined. Active service is defined to include time on duty plus any time the employee is on any form of paid leave or Worker’s Compensation leave.
- 17
- 18
- 19
- 20
- 21 d. Longevity payments are calculated by multiplying the appropriate percentage of base multiplier by the Step 0 amount of the employee’s present salary lane. The longevity salary schedules are found in Appendix A of the respective agreements.
- 22
- 23
- 24
- 25 e. On July 1<sup>st</sup> of any given school year, each eligible employee will be placed into the appropriate longevity salary grouping as follows:  
26  
27

YEARS OF SERVICE COMPLETED* AS OF JUNE 30 <sup>TH</sup>	LONGEVITY SALARY GROUPING AS OF JULY 1 <sup>ST</sup>
9	10 TO 12 YEARS
12	13 TO 15 YEARS
15	16 TO 18 YEARS
18	19 TO 21 YEARS
21	22 TO 24 YEARS
24	25 TO 27 YEARS
27+	28+ YEARS

\*As defined in “c” above.

- 28
- 29 f. Less than full-time employees during the year of the payment will receive the appropriate 0.6 longevity payment proration.
- 30
- 31
- 32 g. Longevity payments will be considered as salary for purposes of the Florida Retirement System.
- 33
- 34 h. Longevity payments will be divided by 24 and added to each paycheck effective with the 2012-2013 school year. Should a teacher separate from employment or be in a non-paid status during the school year, s/he will  
35

not be entitled to any further longevity payments until such time as s/he returns to duty in an active paid status..

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

**Note:** Effective July 2, 2007, all Instructional and Classified Salary Schedules will be renumbered from the current 1-30 to 0-29, with no employee being paid on Step 0. Step 0 will be used for computation of longevity only.

**SUPPLEMENT SALARY SCHEDULE**

**IMPLEMENTATION:**

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

**A. Head Coaches and VPA Directors Supplement Index**

**1. Athletic Supplements**

Athletic Director .....	0.135
Football .....	0.12
Basketball .....	0.10
Base/Softball .....	0.095
Track .....	0.08
Tennis.....	0.065
Golf .....	0.065
Swimming .....	0.055
Wrestling .....	0.065
Weightlifting .....	0.045
Cross Country.....	0.060
Volleyball .....	0.070
Soccer.....	0.070
Cheerleading - Fall .....	0.045
Cheerleading - Winter/ Spring.....	0.055

**2. VPA Supplements**

Musical D&TD.....	0.075
Play D&TD .....	0.060
Dance D&TD .....	0.060
Vocal Ensemble.....	0.050
Road Show Director .....	0.070

**B. Assistant Coaches / VPA Production Assistants Supplement Index**

**1. Assistant Coaches (Athletics)**

Athletic Dir.....	0.090
Football .....	0.085
Basketball.....	0.080



1	Base/Softball .....	0.075
2	Track .....	0.055
3	Swimming .....	0.045
4	Wrestling .....	0.050
5	Weightlifting .....	0.039
6	Volleyball .....	0.055
7	Soccer .....	0.055
8	Cheerleading - Fall Season.....	0.035
9	Cheerleading - Winter/ Spring Season .....	0.045
10	Assistant JV/Freshman Football Coach.....	0.075
11	Golf .....	0.025
12		
13	2. VPA Musical Assistants	
14		
15	Vocal and Music Director .....	0.050
16	Accompanist.....	0.050
17	Costumer/VPA Music .....	0.050
18	Choreographer/Madrigal .....	0.050
19	Road Show Choreographer .....	0.050
20		
21	3. VPA Play Assistants	
22		
23	Costumer .....	0.040
24		
25	4. VPA Dance Assistants	
26		
27	Assistant Choreographer .....	0.040
28	Costumer .....	0.040
29		
30	C. High School Activities	
31		
32	Musical.....	0.045
33	Play .....	0.035
34	Musical Assistant .....	0.035
35	Play Assistant.....	0.025
36	Activity Coordinator .....	0.055
37	Dramatics/Musical .....	0.045
38	Play .....	0.035
39	Forensics .....	0.060
40	Newspaper.....	0.060
41	Annual.....	0.055
42	Concert .....	0.050
43	Assistant Concert.....	0.040
44	Jazz .....	0.050
45	Marching .....	0.100
46	Assistant Marching.....	0.080
47	Chorus .....	0.070
48	Orchestra .....	0.050
49	Academic Olympics .....	0.060
50	Special Olympics.....	0.040
51	Band Aux. (Pom Pom/Flags).....	0.070
52	Career Tech Student Organization Advisor.....	0.040
53	Marching Percussion .....	0.040
54		

1 D. Pre-Season Coaching Supplements

2  
3 Head coaches and assistant coaches will be compensated on a daily basis for coaching days prior to the beginning  
4 of the regular school year. Head coaches will be paid \$100.00 per day and assistant coaches will be paid \$75.00  
5 for each day of practice prior to the first regularly scheduled teacher duty day.  
6

7 E. Middle School Head Coaches (based on 65% of high school supplement level)

8		
9	Athletic Director.....	0.088
10	Golf.....	0.042
11	Tennis.....	0.042
12	Basketball.....	0.065
13	Track.....	0.052
14	Intramurals.....	0.025*
15	Volleyball.....	0.046
16	*No commensurate high school activity	

17  
18 F. Middle School Assistant Coaches

19		
20	Basketball.....	0.052
21	Track.....	0.036
22	Golf.....	0.016
23	Volleyball.....	0.036

24  
25 G. Middle School Full Year Supplements

26		
27	Annual.....	0.060
28	Annual (part of Encore Class).....	0.025
29	Newspaper.....	0.025
30	Band.....	0.040
31	Chorus.....	0.040
32	Orchestra.....	0.040**
33	Jazz Band (not Encore).....	0.040**
34	Career Tech Student Organization Advisor.....	0.030
35	Drama.....	0.040
36		
37	VPA	
38		
39	Dance.....	0.040
40	Creative Writing.....	0.040
41	TV/Film Production.....	0.040
42	Visual Art.....	0.040

43  
44 H. Flexible Supplements

45 Flexible Supplements at each school determined by SDMT equal to a total value of... 0.32

46  
47  
48 GENERAL GUIDELINES:

49  
50 A. Supplements represent pay for work performed outside the duty day. To find the amount of supplement, multiply  
51 the index of the supplement by the Supplement Salary Lane (Bachelors column salary less 7.1%) according to the  
52 number of years experience in a particular position or activity. Experience credit will only be granted for prior  
53 service in that supplemental sport or activity in the Sarasota District Schools. No outside experience credit will  
54 be granted. An assistant coach moving to a head coach position in the same sport will advance one step and will  
55 receive the head coaching index times the base of that step in the Supplemental Salary Lane. For purposes of

1 determining salary step, the athletic director's position shall be considered in the same manner as the head coach.  
2 He/she will receive an increment one step above that which he/she received as a coach. Coaches will receive pay  
3 for all sports coached, but will receive only one head coaching salary. All partial year supplements will be factored  
4 on a pro-rated basis.

5  
6 B. Post-Season Contest Supplements: Any post season contests in which schools are eligible to participate at the  
7 district level shall be counted as part of the season's schedule when determining the amount of supplement. If a  
8 season is extended beyond district competition, each coach will be paid ten percent of his/her regular supplement  
9 for each week the team advances beyond the district competition.

10  
11 C. Team Leaders/Department Chairs/SLC Chairs/Curriculum Leaders

12  
13 All Team Leaders, Department Chairs, Middle School Curriculum Leaders, and SLC Chair supplements are de-  
14 termined by associating the number of teacher members of the group (including the team leader, department chair,  
15 curriculum leader of SLC chair) as follows:

16  
17 Team Leaders or Department Chairs:

18	20+ members .....	\$4,000
19	15-19 members .....	\$3,500
20	10-14 members .....	\$2,500
21	3-9 members .....	\$1,500

22  
23 SLC Chairs:

24	20+ members .....	\$2,000
25	15-19 members .....	\$1,750
26	10-14 members .....	\$1,250
27	3-9 members .....	\$ 750

28  
29 Middle School Team Leaders:

30	3+ person team .....	\$1,200
31	2- person team .....	\$ 600

32  
33 Middle School Curriculum Leaders:

34	10+ members .....	\$2,000
35	3-9 members .....	\$1,000

36  
37 Middle school department chairs will be chosen from the middle school curriculum leaders and receive an addi-  
38 tional \$750.

- 39  
40 1. The number of teacher units in a department, grade level, or team will be determined as of September 15 and  
41 will remain the same throughout the year even though the number of teacher units may change.  
42  
43 2. Team leaders must be designated as such by the Principal using whatever procedure is designated by the  
44 Principal, including but not limited to, SDMT, direct appointment, or past practice. Teachers must have com-  
45 pleted at least three (3) years of service with the Board to qualify for team leader position. In those cases  
46 where no member of the team has three years of service, or in which no teacher with three years is interested  
47 in assuming team leader duties, the team leader will be appointed at the discretion of the Principal. All ap-  
48 pointed teachers at a given worksite will be assigned to a team. For supplement calculations, a teacher can  
49 be counted on only one team per school, one department per school, one curriculum group per school, and  
50 one SLC per school.  
51  
52 3. Department Heads for School Psychologists and Social Workers will be paid in accordance with the above  
53 guidelines with the appropriate supplement added.  
54

1 4. Small Learning Community (SLC) leaders must be designated by the Principal using whatever procedure is  
2 designated by the Principal, including but not limited to, SDMT, direct appointment, or past practice.  
3

4 D. Peer teachers will receive a supplement of .02 for each beginning teacher on the 180-day program to whom they  
5 are assigned. Peer teachers will receive a supplement of .01 for each 90-day program beginning teacher to whom  
6 they are assigned.  
7

8 E. Any exception to the supplement salary schedule, the allocation of coaching units, or implementation of such  
9 exceptions must be approved by the appropriate director and must comply with those terms and conditions spec-  
10 ified herein.  
11

12 F. Supplements will be rounded to the nearest dollar. All salaries paid by the Board are in full compensation for all  
13 duties assigned to teachers by the Superintendent unless additional compensation is expressly provided by the  
14 Board.  
15

16  
17 **APPENDIX B – ADMINISTRATIVE INTERNS**  
18

19 A. The Administrative Intern Program offers a professional growth opportunity specifically designed to provide  
20 Leadership Academy graduates, or participants in the last six months of the program, first-hand experiences in  
21 school Administration. This opportunity may also be available to aspiring administrators with Educational Lead-  
22 ership certification. Participants will serve in temporary Assistant Principal vacancies for a period of three to  
23 twelve months. Teachers performing Internship duties will be paid their normal teacher salary. Teachers returning  
24 from internships will be placed back into teacher positions in the following manner:  
25

26 1. Employees who serve in the capacity of Administrative Intern for a period of up to 12 weeks will be placed  
27 back into a teaching position in the manner specified in Article XXII (II), Section F (1)(a).  
28

29 2. Employees who serve in the capacity of Administrative Intern for a period of more than 12 weeks but less  
30 than to the end of the current school year will be placed in the manner specified in Article XXII (II), Section  
31 F (3).  
32

33 3. Employees who serve in the capacity of Administrative Intern until the end of the current school year will be  
34 placed in the manner specified in Article XXII (II), Section (F2).  
35

36 Formal application is required.  
37

38  
39 **APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK**  
40

41 A. Membership  
42

43 A teacher, having been employed by the Board for at least one year and having at least ten days accrued sick  
44 leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a  
45 newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each teacher  
46 may not contribute more than one sick leave day except as hereafter provided. Sick leave days donated to the  
47 bank by teachers will not be returned to teachers except as hereafter provided.  
48

49 B. Duration and Replenishment  
50

51 1. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of the  
52 bank, the bank will be replenished in the following manner:  
53

54 a. During the two month period following the date when the bank reaches the 30% point, each member  
55 will have one day deducted from his/her personal sick leave account and deposited to the bank.

- 1 b. A member who chooses to no longer participate in the bank shall notify the committee in writing of  
2 his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.  
3  
4 c. A member who chooses to continue participating in the bank will contribute one day of accrued sick  
5 leave to the bank.  
6  
7 d. A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time the  
8 bank reaches the 30% point, may choose to continue participating in the bank by contributing the next  
9 one day of accrued sick leave to the bank, regardless of whether or not it is earned within the two month  
10 period set forth in subsection B 1(a) above.  
11

12 C. Administration

- 13  
14 1. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by partic-  
15 ipating teachers from the Human Resources Office.  
16  
17 2. An overview committee will be formed to review the administration of the bank and determine eligibility.  
18  
19 3. The committee will be composed of two voting representatives appointed by the Superintendent, two voting  
20 representatives appointed by the Union, and one ex officio representative appointed by the Superintendent.  
21 This person shall act as chairperson of the committee.  
22

23 D. Benefits

- 24  
25 1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the  
26 member to be unable to work for a prolonged period of time for which they are not receiving Worker's  
27 Compensation benefit, he or she may apply for the benefits specified below. In the case of physical illness,  
28 a licensed medical doctor will be required to attest to the total disability of the employee. In the case of  
29 mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either  
30 instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to return-  
31 ing to duty, the disabled employee must provide verification from the physician or psychiatrist (in the case  
32 of mental illness) stating that they are able to return to work on the approved form. The member shall receive  
33 paid leave from the bank in the following manner:  
34  
35 a. All accumulated sick leave of the member must first be expended.  
36  
37 b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid  
38 leave of 20 continuous work days. However, the member may choose to use accrued vacation days as  
39 part of the 20 day period.  
40  
41 c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank,  
42 submitting medical certification and justification for the protracted leave. This leave must be recertified  
43 every thirty-calendar day during which time the teacher is receiving benefits.  
44  
45 d. Each member will be afforded a maximum number of days equal to four times the number of days he/she  
46 has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 100 work  
47 days. A maximum of 100 paid work days may be received from the bank by a member per occurrence.  
48 Should a member of the Sick Bank exceed his/her 100 days of benefits, he/she will be removed from the  
49 Bank. He/she may choose to re-enroll in the Bank as detailed elsewhere in this Appendix at a later date.  
50  
51 e. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain  
52 the final arbiter of any decisions governing eligibility of any claim.  
53  
54

**APPENDIX D – PERFORMANCE EVALUATION FORMS**

**A. Teacher Evaluation System (TES)**

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
 PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
 TEACHER EVALUATION SYSTEM (TES)

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN I. CREATING A CULTURE FOR LEARNING</b>				
<i>The teacher creates a culture for learning through building positive relationships with students. This organized safe learning environment encourages high expectations for all students and allows them to feel respected and valued.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>I.1. Establishing High Expectations for Student Learning and Work</b>	There is little or no evidence that the teacher communicates high expectations for student performance. There is little or no evidence that the teacher celebrates and/or recognizes student success. Teacher makes excuses for poor student performance.	Teacher communicates high expectations inconsistently. Teacher inconsistently uses praise strategically to motivate students to the highest level of performance. Teacher accepts completion of student work regardless of quality.	Teacher communicates high expectations for all student work most of the time. Teacher emphasizes accuracy and quality most of the time.	Teacher consistently communicates and models high expectations including accuracy and quality for all student work related to the learning goal. Teacher creates a culture in which students assume responsibility for holding themselves to the highest standard.
<b>I.2. Creating an Environment of Respect and Rapport</b>	The classroom culture reflects little or no evidence of positive interactions, tolerance and/or diversity between students and teacher as well as student to student. Teacher interaction is negative, demeaning, sarcastic and/or inappropriate. Teacher tolerates student interactions characterized by conflict, sarcasm, and put-downs.	Teacher inconsistently models respectful behavior, inconsistently holds students accountable for respectful behavior, and inconsistently demonstrates an appreciation of diversity.	Teacher models tolerance for all students and holds students responsible for respectful behavior. Teacher honors the cultural and developmental differences among students.	The classroom culture consistently reflects positive interactions, honoring diversity between students and teacher as well as student to student. Teacher consistently uses resources that reflect diversity in instruction, assignments, and product.
<b>I.3. Organizing the Physical Environment</b>	Teacher demonstrates little or no evidence of organizing the physical environment to support the learning activities. The physical environment is frequently unsafe.	Teacher creates a physical environment that is safe but inconsistently supports the learning activities.	Teacher arranges the physical environment to support learning activities most of the time. Teacher displays student work.	Teacher creates a personalized physical environment that is invitational, student-centered, and consistently supports learning activities. Teacher consistently displays exemplars of current student work.
<b>I.4. Managing Classroom Procedures</b>	Teacher has limited or no classroom procedures resulting in a significant loss of time on task.	Teacher establishes classroom procedures but inconsistently enforces them resulting in significant loss of time on task.	Teacher enforces established classroom procedures most of the time resulting in greater time on task.	Teacher consistently holds students responsible for following established procedures resulting in maximized time on task. Classroom procedures have become routine.

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN I. CREATING A CULTURE FOR LEARNING</b>				
<i>The teacher creates a culture for learning through building positive relationships with students. This organized safe learning environment encourages high expectations for all students and allows them to feel respected and valued.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>I.5. Managing Student Behavior</b>	Teacher has limited or no standards for student conduct. Student behavior is not monitored.	Teacher has established classroom rules and consequences; however, standards for conduct are not consistently monitored and enforced through an established behavior system. Teacher is working to establish positive student relationships.	Teacher monitors behavior based on standards for conduct most of the time and is working to establish positive student relationships.	Teacher is direct, specific, and consistent in communicating and enforcing high standards of conduct. Teacher consistently maintains positive relationships with students.
<b>I.6. Modeling Oral and Written Communication Skills</b>	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher models spoken and written language that is clear and correct. Vocabulary is appropriate to students' ages and interests.	Teacher models spoken and written language that is clear and correct and expressive, with well-chosen academic vocabulary that enriches the lessons.

<b>DOMAIN II. PLANNING FOR SUCCESS</b>				
<i>The teacher demonstrates a deep content knowledge, aligns instructional objectives and learner outcomes with approved curriculum, and uses data to meet individual student needs. The teacher also plans appropriate assessments and used instructional time effectively.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>II.1. Demonstrating a Deep Knowledge of Content</b>	Teacher makes content errors. Teacher rarely corrects content errors made by students.	Teacher has an understanding of content knowledge; however, is unable to extend the knowledge of the content to students effectively.	Teacher has an understanding of content knowledge and is able to convey it to students effectively. Teacher relates and integrates the subject matter with other disciplines and real-world experiences when appropriate.	Teacher demonstrates a comprehensive understanding of the content and its prerequisite relationships to curriculum standards, objectives, and concepts. Teacher consistently relates and integrates the subject matter with other disciplines and life experiences to establish relevance. Teacher addresses anticipated student misconceptions of the content and is able to field questions correctly. Teacher plans and prepares for effective scaffolding to promote the students' deep understanding and transfer of content. Teacher plans and prepares for appropriate attention to established learning goals.

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN II. PLANNING FOR SUCCESS</b>				
<i>The teacher demonstrates a deep content knowledge, aligns instructional objectives and learner outcomes with approved curriculum, and uses data to meet individual student needs. The teacher also plans appropriate assessments and used instructional time effectively.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>II.2. Aligning Student Outcomes to State Standards</b>	Teacher rarely makes decisions regarding instructional objectives that reflect knowledge of the standards.	Teacher solely relies on the textbook to determine the instructional objectives. Teacher inconsistently bases instruction on standards.	Teacher utilizes state standards when planning for instruction. Teacher uses a variety of resources to plan for and align instruction. Teacher ensures that the learning goal is evident to all students.	Teacher aligns instruction with state standards, high stakes assessment(s) and progress monitoring of individual student performance to drive instruction. Written learning goals are posted/easily accessible for students. Students can explain in their own words what they are learning and why.
<b>II.3. Using Data to Attend to Individual Student Needs</b>	Teacher rarely bases instructional decisions on student learning data. Teacher provides little or no evidence that instruction is based on students' needs.	Teacher uses data to adjust instruction for the class; however, teacher inconsistently uses data to adjust instruction for individual students' needs.	The teacher uses data and identifies gaps to adjust for class/individual student needs most of the time. In addition, teacher uses technological tools to collect and analyze student data.	Teacher continually analyzes classroom data and identifies gaps to adjust instruction and implements remedial and/or extension interventions. Assessment data is used in collaboration with colleagues in professional learning community meetings and is incorporated into the design of lesson plans and classroom instruction. Teacher's lesson plans reflect differentiation. Teacher plans and prepares for the needs of English language learners, students with disabilities, and students who come from home environments that offer little support for schooling.
<b>II.4. Planning Formative and Summative Assessments</b>	Teacher rarely plans for assessment prior to instruction. Assessments rarely measure what was taught. Teacher provides little or no evidence that the standards are assessed.	Teacher uses textbook assessments or other instructional materials that inconsistently measure the intended curriculum. Teacher creates assessments that do not adequately measure the standards.	Teacher plans summative assessments to measure student mastery of the standards most of the time. Teacher plans formative assessments to check for understanding during the lesson. Teacher uses assessment results to plan learning goals and activities for the next lesson most of the time.	Teacher consistently plans summative assessments to measure student mastery of the standards. Teacher consistently plans formative assessments to determine prior knowledge, check for understanding during the lesson, and in preparation for differentiation in subsequent lessons. Teacher consistently uses assessment results to plan learning goals and differentiate instruction for the next lesson. Teacher develops rubrics and uses models so students can monitor their learning.



**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN II. PLANNING FOR SUCCESS</b>				
<i>The teacher demonstrates a deep content knowledge, aligns instructional objectives and learner outcomes with approved curriculum, and uses data to meet individual student needs. The teacher also plans appropriate assessments and used instructional time effectively.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>II.5. Determining Strategies For Meaningful/ Coherent Instruction</b>	Teacher plans activities that rarely support or correlate with the instructional goals and objectives. Teacher lacks clarity of the content causing student confusion.	Teacher plans learning activities/strategies without attention to students' prior knowledge and/or consideration for students' learning levels.	Teacher plans learning activities which build on students' prior learning and align with the students' academic needs in a coherent progression most of the time. Teacher develops learning experiences that require students to demonstrate a variety of applicable skills and competencies most of the time. Teacher gives attention to students needing remediation and extension activities to ensure mastery most of the time.	Teacher consistently plans learning activities which build on students' prior learning and align with the students' academic needs in a coherent progression. Teacher consistently develops learning experiences that require students to demonstrate a variety of applicable skills and competencies. Teacher consistently gives attention to students needing remediation and extension activities to ensure mastery. Teacher plans learning tasks that focus on application of skills providing opportunities for critical thinking and problem solving.
<b>II.6. Using Instructional Time Effectively</b>	Teacher demonstrates little or no evidence of planning for the management of instructional groups, transitions, non-academic responsibilities, materials and supplies resulting in the loss of instructional time. Activities inadequately address learning goal(s).	Teacher inconsistently plans for the management of instructional groups, transitions, non-academic responsibilities, materials and supplies resulting in the loss of instructional time. Activities inconsistently address learning goal(s).	Teacher plans for the management of instructional groups, transitions, non-academic responsibilities, materials and supplies resulting in most students being on task and minimal loss of instructional time. Activities adequately address learning goal(s) most of the time.	Teacher's management of instructional groups, transitions, non-academic responsibilities, materials and supplies is seamless. Activities ensure an in depth conceptual coverage of the learning goal(s).

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT</b>				
<i>The teacher uses a variety of strategies to engage students in learning. The instruction is varied by utilizing technology, quality questioning, and discussions. The teacher creates opportunities for students to monitor their own performance while making adjustments in the instruction in order to enhance student achievement.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>III.1. Engaging Students in Learning</b>	Teacher rarely implements plans for the active engagement of all students. Activities and assignments are inappropriate for the cognitive level of students. Teacher ignores off-task behavior. Pacing of lessons is rarely considered.	Teacher implements activities that call for passive learning and are inappropriate for the cognitive level of students; therefore, student engagement is low. Teacher ignores off-task behavior. Pacing of lessons is too hurried, too slow or both.	Teacher involves students in active and collaborative learning activities that are appropriate for students' cognitive ability in order to reach the learning goal. Pacing of lessons is appropriate for most students.	Teacher consistently involves students in compelling, challenging, and cognitively appropriate learning experiences. Students' behavior and reactions indicate they are on task, engaged, and challenged. Pacing of lessons is appropriate for all students.
<b>III.2. Varying Instruction to Meet Student Needs</b>	Teacher instruction predominantly is whole group with no attention given to student data. The pacing and level of instruction are the same for all students in whole/small group and individually regardless of students' needs.	Teacher instruction is predominantly whole group with little attention given to student data. When small group instructional activities are planned, students participate in each activity regardless of skill level and/or interest.	Teacher differentiates instruction based on assessment data. Teacher balances whole and small group instruction most of the time. Small group instruction is based on skill level, interest, and/or cognitive ability. Teacher consistently applies varied instructional strategies and resources to meet the needs of English language learners, students with special needs, and students who come from home environments that offer little support.	Teacher differentiates instruction based on assessment data and recognizes individual differences in students. Teacher consistently balances whole and small group instruction based on student data. Opportunities are provided for students to select resources, activities, and/or products based on learning styles, interest, and/or cognitive ability. Teacher extends and remediates instruction to meet the needs of all students. Teacher implements plans that meet the needs of English language learners, students with special needs, and students who come from home environments that offer little support for schooling.

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT</b>				
<i>The teacher uses a variety of strategies to engage students in learning. The instruction is varied by utilizing technology, quality questioning, and discussions. The teacher creates opportunities for students to monitor their own performance while making adjustments in the instruction in order to enhance student achievement.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>III.3. Using Quality Questions and Discussion</b>	Teacher makes inadequate use of questioning techniques. Teacher questions are predominantly low order. Teacher does not provide wait time and allows only unison response. Teacher does not provide opportunities for discussion.	Teacher questions are predominantly low order and invite little response and discussion. Teacher inconsistently provides wait time. Teacher inconsistently attempts to engage students in discussion.	Teacher asks high and low order questions that are both planned and spontaneous in order to reach the learning goal. Teacher uses questions and feedback to help direct the lesson and checks for understanding. Teacher provides opportunity for student interaction or discussion.	Teacher uses complex questioning techniques and feedback to help direct the lesson, guide student learning, and check for understanding. Teacher establishes procedures so that all students have opportunity to participate in interactive discussions. Teacher facilitates challenging discussions based on the learning goal(s) to stimulate independent, creative, and critical thinking.
<b>III.4. Monitoring Student Performance</b>	Teacher demonstrates little or no evidence of accurately utilizing a grading system to monitor student performance. Teacher awards grades inaccurately, grades are not based on student performance. Teacher rarely models for students therefore students do not know what mastery looks like or when mastery has been achieved.	Teacher has a grading system but uses it inconsistently. Teacher inconsistently provides models or learning goals with scales for students therefore students do not know what mastery looks like or when mastery has been achieved.	Teacher utilizes grading system accurately basing grades on student achievement. Teacher provides models and learning goals with scales and explains the criteria to students most of the time.	Teacher provides exemplary models and explains performance criteria to students. Teacher uses a variety of methods for developing learning goals with scales such as rubrics, self-assessment, and peer-assessment. Based on the criteria, students are able to track their progress on learning goals (if cognitively able).
<b>III.5. Adjusting and Monitoring Instruction to Enhance Achievement &amp; Student Mastery</b>	Teacher rigidly adheres to instructional plan. Teacher provides little to no evidence of adapting or revising plans based on student needs. Teacher denies responsibility for struggling students.	Teacher provides little or no evidence of planning formative assessments and therefore makes adjustments to instruction erroneously. Teacher has limited knowledge of ways to support struggling learners.	Teacher plans and conducts formative and summative assessments throughout the lesson. Based on assessment results, teacher adjusts instruction most of the time. Teacher attempts to find strategies to support struggling learners. Teacher forms flexible groups based on initial data and adjusts groups to reflect updated data.	Teacher adjusts instruction and grouping during and after the lesson based on student performance. Teacher exchanges feedback with students so they can increase their achievement. Teacher is persistent in the support of struggling students who are working toward mastery. Teacher responds to students in need of intervention.

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT</b>				
<i>The teacher uses a variety of strategies to engage students in learning. The instruction is varied by utilizing technology, quality questioning, and discussions. The teacher creates opportunities for students to monitor their own performance while making adjustments in the instruction in order to enhance student achievement.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>III.6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals</b>	Teacher rarely plans interventions and/or locates/utilizes resources that are aligned with assessment results.	Teacher inconsistently plans interventions and/or locates/utilizes resources that are aligned with assessment results.	Teacher plans and implements interventions and locates/utilizes resources that are aligned with assessment results to increase student achievement of learning goals.	Teacher consistently plans and implements a variety of interventions and locates/utilizes resources that are aligned with assessment results to increase achievement of learning goals. Teacher collaborates with colleagues to determine which high probability strategies to implement. Teacher maintains accurate documentation of interventions.
<b>III.7. Using Traditional and Alternative Assessments to Increase Achievement</b>	Teacher rarely aligns tests with state standards. Teacher rarely varies methods of assessment.	Teacher inconsistently aligns tests with state standards. Teacher only uses "paper and pencil" assessments. Teacher inconsistently varies the methods of assessment.	Teacher aligns tests with state standards. Teacher provides opportunities (formal and informal, traditional and alternative) to collect information about student learning.	Teacher provides many opportunities through a variety of strategies (formal and informal, traditional and alternative) to collect information about student learning and uses the information to increase student achievement. Students are given opportunities to practice the format of high stakes assessments.
<b>III.8. Using Technology To Support Learning</b>	Teacher rarely uses technology as required by job responsibilities. Teacher provides little or no evidence that technology is infused into instruction.	Teacher inconsistently uses technology in the delivery of instruction or as required by job responsibilities. Teacher inconsistently plans for hands-on technology activities.	Teacher uses technology in the delivery of instruction and as required by job responsibilities most of the time. Teacher's lesson and unit plans make use of district provided technology most of the time. Teacher integrates and utilizes current and emerging assistive and communication technologies that enable students to participate in high quality communication interactions and achieve their educational goals. Teacher uses technology to access student data most of the time.	Teacher's lessons, unit plans, and assessments make use of district provided available technology, Web resources, and technology resources. Teacher integrates and utilizes current and emerging assistive and communication technologies that enable students to participate in high-quality communication interactions and achieve their educational goals. Classroom instruction reflects innovative strategies integrating technology. Technology is in the hands of the students as appropriate. Teacher uses technology to access student data.

**PRIDE RUBRIC – CLASSROOM INSTRUCTIONAL**

<b>DOMAIN IV. COMMUNICATING PROFESSIONAL COMMITMENT</b>				
<i>The teacher takes responsibility for his/her professional development in support of school and district initiatives/goals. The teacher works collaboratively with colleagues to enhance student performance and develops positive relationships with family and community.</i>				
COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
<b>IV.1. Complying with and Implementing all Federal and State laws, as well as District and School Policies and Procedures</b>	Teacher performance may indicate disciplinary concerns.	Teacher inconsistently complies with and implements Federal and State laws, as well as District Policies and Procedures relating to the education and well being of all students.	Teacher complies fully with and implements Federal and State laws, as well as District Policies and Procedures relating to the education and well being of all students.	Teacher takes a leadership role at the school and/or district level in planning and supporting initiatives/ activities that implement Federal and State laws, as well as District and School Policies and Procedures.
<b>IV.2. Taking Responsibility for Professional Development</b> <ul style="list-style-type: none"> <li>• IPDP written</li> <li>• IPDP reviewed, monitored &amp; evaluated by teacher and administrator</li> </ul>	Teacher performance may indicate disciplinary concerns.	Teacher attends staff development, but does not integrate professional learning into classroom practice.	Teacher attends mandated staff development and integrates professional learning into classroom practice most of the time.	Teacher attends mandated and additional staff development regularly. Teacher integrates professional learning into classroom practice. Teacher refines and assesses effectiveness of strategies in terms of student achievement.
<b>IV.3. Collaborating with Colleagues for Student Progress</b>	Teacher performance may indicate disciplinary concerns.	Teacher works in isolation and only participates in collegial activities when required.	Teacher contributes to collegial interactions focused on student achievement and well-being.	Teacher initiates collegial interactions focused on student achievement and well-being. Teacher demonstrates leadership among team and school staff to address student needs.
<b>IV.4. Developing Positive Relationships with Families and Community</b>	Teacher performance may indicate disciplinary concerns.	Teacher provides little or no information and/or inconsistently responds to parent/family/community. Teacher handles parent/family/community concerns unprofessionally.	Teacher maintains a timely system(s) for communication with families regarding student progress. Teacher appropriately responds to family/ community concerns most of the time.	Teacher collaborates with family to address student progress and needs. Teacher responses to parent concerns are handled with sensitivity. Teacher builds positive relationships with families and community focused on student achievement and well-being.

**Note:** Domain IV is part of the TES. It may be marked as performance. Behavior deemed unsatisfactory may result in documented disciplinary action.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
 PROFESSIONAL DEVELOPMENT AND TEACHER EVALUATION  
 TEACHER EVALUATION SYSTEM (TES)

**PRIDE OBSERVATION (SHORT FORM) – CLASSROOM INSTRUCTIONAL**

Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Cost Center/School \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Evaluator Name \_\_\_\_\_

Indicators	PRIDE Domain	Observation Notes	Not Observed
The classroom is well managed.	I. Culture		
Students feel safe, valued, and are treated with respect.	I. Culture		
The teacher has high expectations for all students.	I. Culture		
The teacher's verbal and written communication skills are effective and professional.	I. Culture		
The lesson objective is evident to students and reflects grade level standards.	II. Planning		
The teacher varies instruction to meet individual needs of students. (e.g. ESE, ELL, 504, remediation and extension)	II. Planning		
The teacher's instruction reflects integration of current professional development.	II. Planning		
The teacher plans and checks for understanding through formative and summative assessments.	II. Planning III. Instructing & Assessing		
The students are actively engaged, on task and challenged.	III. Instructing & Assessing		
The instructional strategies and the grouping of students support the learning objectives.	III. Instructing & Assessing		
The teacher uses a balance of high and low order questioning to increase rigor.	III. Instructing & Assessing		
The instruction reflects integration of technology and other resources aligned with the objective(s).	III. Instructing & Assessing		

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

If you would like a conference, check here.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_ Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

RET: Master, 25 FY aft sep or term, GS1-SL 19  
 Dupl., OSA

038-08-PDC  
 Rev. 6-7-2016

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
 PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
 TEACHER EVALUATION SYSTEM (TES)

**PRIDE On-Going Observation Form**  
**CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
 Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

<b>Domain I. Creating a Culture for Learning</b>
I.1. Establishing High Expectations for Student Learning and Work
I.2. Creating an Environment of Respect and Rapport
I.3. Organizing the Physical Environment
I.4. Managing Classroom Procedures
I.5. Managing Student Behavior
I.6. Modeling Oral and Written Communication Skills
<b>Domain II. Planning for Success</b>
II.1. Demonstrating a Deep Knowledge of Content

RET: Master, 25 FY aft sep or term, GS1-SL 19  
 Dupl., OSA

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 Rev. 9-19-2013  
 Page 1 of 4

**PRIDE On-Going Observation Form**  
**CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

II.2. Aligning Student Outcomes to State Standards
II.3. Using Data to Attend to Individual Student Needs
II.4. Planning Formative and Summative Assessments
II.5. Determining Strategies for Meaningful/Coherent Instruction
II.6. Using Instructional Time Effectively
<b>Domain III. Instructing and Assessing for Student Achievement</b>
III.1. Engaging Students in Learning
III.2. Varying Instruction to Meet Student Needs
III.3. Using Quality Questions and Discussion

RET: Master, 25FY aft sep or term, GS1-SL 19  
Dupl, OSA

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Page 2 of 4



**PRIDE On-Going Observation Form**  
**CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

III.4. Monitoring Student Performance
III.5. Adjusting and Monitoring Instruction to Enhance Achievement & Student Mastery
III.6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals
III.7. Using Traditional and Alternative Assessments to Increase Achievement
III.8. Using Technology to Support Learning
<b>Domain IV. Communicating Professional Commitment</b>
IV.1. Complying with and Implementing all Federal and State Laws, as well as District and School Policies and Procedures
IV.2. Taking Responsibilities for Professional Development <ul style="list-style-type: none"><li>■ IPDP written</li><li>■ IPDP reviewed, monitored &amp; evaluated by teacher and administrator</li></ul>
IV.3. Collaborating with Colleagues for Student Progress

RET: Master, 25FY aft sep or term, GS1-SL 19  
Dupl, OSA

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**PRIDE On-Going Observation Form**  
**CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

IV.4. Developing Positive Relationships with Families and Community

**Other Comments**

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.  
Signed form must be returned to evaluator within 3 work days.

\_\_\_\_\_  
Teacher Signature Date

\_\_\_\_\_  
Evaluator Signature Date

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
 PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
 TEACHER EVALUATION SYSTEM (TES)

**PRIDE COMPONENT OF THE TEACHER EVALUATION SYSTEM**  
**CLASSROOM INSTRUCTIONAL**

School Year	School					Comments
Name	Position	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Evaluator		0	1	2	3	
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total (24 Possible Points)</b>
I. 1. Establishing High Expectations for Student Learning and Work	(1)					
I. 2. Creating an Environment of Respect and Rapport	(2)					
I. 3. Organizing the Physical Environment	(0.5)					
I. 4. Managing Classroom Procedures	(1)					
I. 5. Managing Student Behavior	(1)					
I. 6. Modeling Oral and Written Communication Skills	(0.5)					
<b>Domain II. Planning for Success</b>						<b>Domain II Total (34.5 Possible Points)</b>
II. 1. Demonstrating a Deep Knowledge of Content	(2)					
II. 2. Aligning Student Outcomes to State Standards	(2)					
II. 3. Using Data to Attend to Individual Student Needs	(1.5)					
II. 4. Planning Formative and Summative Assessments	(2)					
II. 5. Determining Strategies for Meaningful/Coherent Instruction	(2)					
II. 6. Using Instructional Time Effectively	(0.5)					
<b>Domain III. Instructing &amp; Assessing for Student Achievement</b>						<b>Domain III Total (34.75 Possible Points)</b>
III. 1. Engaging Students in Learning	(1.5)					
III. 2. Varying Instruction to Meet Student Needs	(1.75)					
III. 3. Using Quality Questions and Discussion	(0.834)					
III. 4. Monitoring Student Performance	(2)					
III. 5. Adjusting and Monitoring Instruction to Enhance Achievement & Student Mastery	(2)					
III. 6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals	(2)					
III. 7. Using Traditional and Alternative Assessments to Increase Achievement	(0.75)					
III. 8. Using Technology to Support Learning	(0.75)					
<b>Domain IV. Communicating Professional Commitment</b>						<b>Domain IV Total (6.75 Possible Points)</b>
IV. 1. Complying with and implementing all Federal and State laws as well as District and School Policies and Procedures	(0.75)					
IV. 2. Taking Responsibility for Professional Development	(0.5)					
• IPDP written						
• IPDP reviewed, monitored & evaluated by teacher and administrator						
IV. 3. Collaborating with Colleagues for Student Progress	(0.5)					
IV. 4. Developing Positive Relationships with Families & Community	(0.5)					
<b>TOTAL</b>						

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

<b>Evaluator Signature</b>	<b>Date</b>
<b>Teacher Signature</b>	<b>Date</b>
<b>Submission Evaluator Signature</b>	<b>Date</b>

RET: Master, 25 FY aft sep or term, GS1-SL 19  
 Dupl., OSA

035-08-PDC-HMR  
 Rev. 9-19-2013

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**CATEGORY 1: PRIDE PRE-CONFERENCE FORM AND LESSON PLAN GUIDE**  
**CLASSROOM INSTRUCTIONAL (Non-Classroom Instructional – OPTIONAL)**

**Instructions:** Complete this form prior to the announced class period/complete lesson PRIDE Observation.

Name \_\_\_\_\_ Cost Center/School \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

- The teacher should use this form as a guide to complete a lesson plan prior to the pre-conference.
- The teacher should attach the lesson plan to this form.
- The first PRIDE observation is based on this lesson plan.

**Guiding Questions:**

- What do I want students to learn? (Determine content purpose statements: student friendly language, evident to students)
- How will I know if they have learned it? (Formative & Summative Assessments)
- How is what I am teaching today connected with what my students have already learned?
- How will I provide instruction to students who need to be re-taught and to those students who have achieved mastery? (Differentiation of Instruction)

**Lesson Components:**

1. State the Florida Standards and/or NGSSS
2. Write the content/language purposes in a way that is evident to students
3. Determine summative assessment (if applicable)
  - a. What will mastery look like?
4. Determine formative assessments
  - a. What learning opportunities, questions, etc. will I use to check for understanding?
5. How will I differentiate for all instructional level, reading level, and ESE, 504, ESOL accommodations/modifications?
6. Lesson Delivery
  - a. Introduction
  - b. Hook/prior knowledge/review
  - c. Key questions; critical and high and low order questions that reflect back to content purpose statements
7. Within each activity state what the student is doing and what the teacher is doing. Include modeling, independent and guided practice, accountable team talk and/or tasks when appropriate.

Teacher signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

\_\_\_\_\_  
Teacher Name                      Teacher Signature                      Date

\_\_\_\_\_  
Evaluator Name                      Evaluator Signature                      Date

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**PRIDE RUBRIC – NON-CLASSROOM INSTRUCTIONAL**

<b>DOMAIN I. CREATING A CULTURE FOR LEARNING</b>				
<i>The Non-Classroom Instructor (NCI) creates a culture for learning through building positive relationships with students and/or instructional staff. This organized safe learning environment encourages high expectations for all students and instructional staff and allows them to feel respected and valued.</i>				
COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
<b>I.1. Establishing High Expectations for Learning and Work</b>	There is little or no evidence that NCI communicates expectations for performance. There is little or no effort to celebrate or recognize success. NCI makes excuses for poor performance of self and/or others.	NCI inconsistently uses praise strategically to motivate others to the highest level of performance. NCI accepts completion of work regardless of quality.	NCI communicates high expectations for performance most of the time. NCI emphasizes accuracy and quality most of the time.	NCI consistently communicates high expectations for all work. NCI emphasizes accuracy, quality, and encourages others to take pride in their work and the work of others.
<b>I.2. Creating an Environment of Respect and Rapport</b>	There is limited or no evidence that the NCI honors the cultural and developmental differences of others. NCI's interactions with others are negative, demeaning, sarcastic and/or inappropriate. NCI tolerates student and/or staff interactions characterized by conflict, sarcasm, and put-downs.	NCI inconsistently holds others accountable for respectful behavior and/or an appreciation of diversity.	NCI models tolerance for all students and/or staff and holds them responsible for respectful behavior most of the time. NCI honors the cultural and developmental differences among students, parents, and/or staff most of the time.	NCI consistently models tolerance for all students and/or staff and holds them responsible for respectful behavior. NCI honors the cultural and developmental differences among students, parents, and/or staff. NCI consistently uses resources that reflect diversity in practice and/or product.
<b>I.3. Organizing the Physical Environment</b>	NCI makes inadequate use of the physical environment.	NCI inconsistently arranges for the physical environment to be safe and accessible. However, the arrangement does not facilitate the learning/professional activities.	NCI arranges for the physical environment to be safe and accessible. The arrangement facilitates the learning/professional activities most of the time.	NCI consistently arranges the physical environment to facilitate learning/professional activities.
<b>I.4. Managing Procedures in the Professional Setting</b>	NCI has limited or no procedures to ensure effective professional practices.	NCI establishes professional procedures but applies them inconsistently.	NCI establishes effective professional procedures and applies them most of the time.	NCI consistently applies effective professional procedures.
<b>I.5. Managing Participant Behavior</b>	NCI has limited or no standards for conduct. Participant behavior is not monitored and NCI is unaware of what the participants are doing.	NCI has established rules and consequences; however, standards for conduct are inconsistently monitored and enforced.	NCI monitors behavior based on standards for participant conduct. NCI is direct, specific, and consistent in communicating and enforcing high standards most of the time.	NCI consistently monitors behavior based on standards for participant conduct. NCI is direct, specific, and consistent in communicating and enforcing high standards. NCI maintains positive relationships with participants.
<b>I.6. Modeling Oral and Written Communication Skills</b>	NCI's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving participants confused.	NCI's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to participants' ages or backgrounds.	NCI's spoken and written language is clear and correct. Vocabulary is appropriate to participants' ages and interests.	NCI's spoken and written language is clear and correct and expressive, with well-chosen vocabulary that enriches the presentation.

**PRIDE RUBRIC – NON-CLASSROOM INSTRUCTIONAL**

<b>DOMAIN II. PLANNING FOR SUCCESS</b>				
<i>The Non-Classroom Instructor (NCI) demonstrates a deep knowledge of professional practices; aligns professional objectives and learner outcomes with approved program, and uses data to assess programmatic and individual needs. The NCI also plans appropriate assessments and uses time effectively.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>II.1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice</b>	NCI demonstrates limited understanding and/or application of current trends and professional practices.	NCI demonstrates basic understanding of current trends and professional practices. However, it is inconsistently applied to professional practice.	NCI demonstrates understanding of current trends and professional practices and applies them in their area of expertise most of the time.	NCI demonstrates understanding of current trends and professional practices and applies them in their area of expertise.
<b>II.2. Aligning Program Objectives to School/District Goals.</b>	NCI's program consists of a random selection of unrelated objectives/ activities lacking coherence or an overall structure.	NCI's plan has a guiding principle and includes a number of worthwhile objectives/activities, but most of them are not aligned with specific school/district goals or based on assessed needs.	NCI's plan has a guiding principle and includes some objectives and activities that are aligned with school/district goals and some that are based on assessed needs.	NCI has developed a plan that includes professional objectives and activities that are aligned with assessed needs and school/district goals.
<b>II.3. Using Data to Attend to Individual Needs</b>	NCI rarely bases professional practice decisions on student learning data and/or assessed needs.	NCI inconsistently uses basic data to adjust professional practices and goals. Professional decisions for addressing individual differences and needs are not evident.	NCI uses data and identifies gaps to adjust professional practices and goals most of the time. Professional decisions for addressing individual differences and needs are sometimes evident.	NCI continually analyzes data and identifies gaps to adjust programs and practices. Assessment data is used in collaboration with colleagues to ensure best professional practices. NCI uses data to address individual student/learner needs.
<b>II.4. Planning Formative and Summative Assessments</b>	NCI rarely plans for assessment prior to program/services. Assessments rarely measure progress toward goal.	NCI inconsistently plans and uses one or two appropriate methods of assessment.	NCI plans and uses multiple appropriate methods of assessment on an ongoing basis to measure program/service effectiveness most of the time.	NCI plans and uses multiple appropriate methods of assessment on an ongoing basis to measure program/service effectiveness.
<b>II.5. Determining Strategies for Meaningful/ Coherent Delivery of Services</b>	NCI rarely connects learning/program activities with prior knowledge, and/or learning activities are rarely appropriate.	NCI's planned activities inconsistently support the program/service goals and objectives. NCI makes content and expectations clear only after learners/participants express confusion.	NCI's plans activities that support the program/service goals and objectives most of the time. NCI makes content and expectations clear.	NCI plans activities that build on prior learning/progress and align with needs in a coherent progression. NCI responds appropriately to individual needs.
<b>II.6. Using Time Effectively</b>	NCI inadequately plans for time management. NCI's routines and procedures (e.g. handling materials and scheduling) are either non-existent or inefficient, resulting in significant loss of effectiveness.	NCI has established routines and procedures but inconsistently follows them. Activities are often rushed or too long.	NCI has established routines and procedures. There is evidence of effective preparation and time on task is maximized most of the time.	NCI plans routines which are well organized and clearly communicated so that all participants understand them. Activities provide for smooth transitions and optimum use of time on task.

**PRIDE RUBRIC – NON-CLASSROOM INSTRUCTIONAL**

<b>DOMAIN III, INSTRUCTING AND ASSESSING FOR PARTICIPANT ACHIEVEMENT</b>				
<i>The Non-Classroom Instructor (NCI) uses a variety of strategies to engage participants in learning. The activity is varied by utilizing technology, quality questioning, and discussions. The NCI creates opportunities for learners to monitor their own performance while making adjustments in the activity in order to enhance achievement.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>III.1. Engaging Participants</b>	NCI rarely plans for the active engagement of all participants. NCI allows personal or participant off-task behavior. Pacing is hurried or slow.	NCI plans activities that call for passive participation therefore participant engagement is low. NCI allows off-task behaviors. Appropriate pacing of the activity is inconsistent.	NCI plans activities that call for passive and active participation. Pacing of the activity is appropriate for most participants.	NCI implements plans for participants to actively access, process and communicate information in ways that indicate they are on task and actively engaged. NCI uses technology effectively to engage participants. Pacing of the activity is appropriate for all participants.
<b>III.2. Varying Content to Meet Participant Needs</b>	NCI's pacing and level of the activity rarely allows for individual needs.	NCI recognizes some individual needs but inconsistently develops appropriate activities or varies content effectively.	NCI recognizes group and individual needs and develops appropriate activities and varies content most of the time.	NCI recognizes group and individual needs and develops appropriate activities and varies content effectively. Opportunities are provided for participants to select activities based on learning styles, needs, abilities, and/or interest.
<b>III.3. Using Quality Questions and Discussion</b>	NCI makes inadequate use of questioning techniques. NCI asks predominately low-order questions. NCI rarely provides wait time and allows unison response. NCI rarely provides opportunities for discussion.	NCI questions are predominately low-order and invite little response. NCI inconsistently permits wait time and allows unison response. NCI inconsistently attempts to engage participants.	NCI asks high and low order questions. NCI provides wait time and requires specific response. NCI uses questions and feedback to help direct the activity and check for understanding most of the time. NCI provides opportunity for participant interaction or discussion most of the time.	NCI directs high and low order questions individually to the appropriate participant to introduce, extend and/or reinforce the activity. NCI uses questions and feedback to help direct the activity and check for understanding.
<b>III.4. Adjusting and Monitoring Activity to Enhance Achievement and Reach Mastery</b>	NCI rigidly adheres to planned activities. Rarely adapts or revises activity based on needs. NCI denies responsibility for participants who are having difficulty.	NCI inconsistently plans formative assessments and may make adjustments erroneously. NCI does not vary the methods of assessment. NCI has limited knowledge of ways to support struggling learners/participants.	NCI plans and uses formative assessments and makes adjustments most of the time.	NCI adjusts activity/program based on individual performance. NCI exchanges feedback with participants so they can increase their skills. NCI is persistent in supporting struggling participants to reach goal(s).
<b>III.5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals</b>	NCI rarely plans and mismatches interventions/fails to locate resources indicated by the findings of student/participant assessment results.	NCI inconsistently plans interventions/resources that are partially suitable or inconsistently aligned with identified needs. NCI provides limited opportunities to collect information about participant learning.	NCI plans a variety of interventions/resources that are suitable and aligned with identified needs most of the time.	NCI plans a variety of effective interventions/resources that are suitable and aligned with identified needs.
<b>III.6. Using Technology To Support Learning</b>	NCI rarely uses technology as required by job responsibilities.	NCI inconsistently uses technology in the delivery of services/instruction as required by job responsibilities. NCI relies on others (e.g. iab teacher, technology coach) to get technology into the hands of the students/participants (as appropriate).	NCI uses technology in the delivery of services/instruction. NCI's activity plans make use of district provided technology resources most of the time. NCI uses technology to access student data.	NCI's activity plans make use of district provided technology resources. Instruction/program planning reflects innovative strategies integrating technology. NCI facilitates the use of technology by participants as appropriate. NCI uses technology to access and communicate student data.

**PRIDE RUBRIC – NON-CLASSROOM INSTRUCTIONAL**

<b>DOMAIN IV. COMMUNICATING PROFESSIONAL COMMITMENT</b>				
<i>The Non-Classroom Instructor (NCI) takes responsibility for his/her professional development in support of school and district initiatives/goals. The NCI works collaboratively with colleagues to enhance student performance and develops positive relationships with family and community.</i>				
<b>COMPETENCY</b>	<b>INDICATORS</b>			
	<b>Unsatisfactory 0</b>	<b>Developing/Needs Improvement 1</b>	<b>Effective 2</b>	<b>Highly Effective 3</b>
<b>IV.1. Complying with and Implementing all Federal and State laws, as well as District Policies and Procedures</b>	NCI performance may indicate disciplinary concern(s).	NCI inconsistently complies with and implements Federal and State law, as well as District policies and procedures relating to the education and well-being of all students.	NCI complies fully with and implements Federal and State law, as well as District policies and procedures relating to the education and well-being of all students.	NCI takes a leadership role at the department, school and/or district level in planning and supporting initiatives/ activities that implement Federal and State law, as well as District policies and procedures.
<b>IV.2. Taking Responsibility for Professional Development</b> <ul style="list-style-type: none"> <li>• IPDP written</li> <li>• IPDP reviewed, monitored and evaluated by teacher and administrator</li> </ul>	NCI performance may indicate disciplinary concern(s).	NCI attends only mandated staff development and does not integrate professional learning into practice and program area.	NCI attends mandated staff development and integrates professional learning into practice and program area most of the time.	NCI attends mandated and additional staff development regularly. NCI integrates professional learning into practice and program area. NCI refines and assesses effectiveness of strategies in terms of student achievement.
<b>IV.3. Collaborating with Colleagues for Student Progress</b>	NCI performance may indicate disciplinary concern(s).	NCI works in isolation and only participates in collegial activities when required.	NCI contributes to collegial interactions focused on student achievement and well-being.	NCI initiates collegial interactions focused on student achievement and well-being. NCI demonstrates leadership among team, school and department staff to address student needs
<b>IV.4. Developing Positive Relationships with Families and Community</b>	NCI performance may indicate disciplinary concern(s).	NCI provides little or no information and/or rarely responds to family/community. NCI handles family/community concerns unprofessionally.	NCI maintains timely system(s) for communication with families regarding student progress and/or programs on a regular basis. NCI appropriately responds to family/ community concerns.	NCI collaborates with families to address student progress and needs. NCI responses to family concerns are handled with sensitivity. NCI builds positive relationships with families and community focused on student achievement and well-being.

**NOTE:** Domain IV is part of the TES. It may be marked as performance. Behavior deemed unsatisfactory may result in documented disciplinary action.



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**CATEGORY 1: PRIDE PRE-CONFERENCE FORM AND MEETING/CONFERENCE PLAN GUIDE**  
**NON-CLASSROOM INSTRUCTION**

**Instructions:** Complete this form prior to the announced PRIDE Observation. If non-classroom instructional staff member is conducting a whole group or small group lesson with students, the Category 1: Pre-Conference Form and Lesson Plan Guide may be used instead of this form.

Name \_\_\_\_\_ Cost Center/School \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

- **The non-classroom instructional staff member should use this form as a guide to complete a meeting/conference plan prior to the pre-conference.**
- **The non-classroom instructional staff member should attach the meeting/conference plan to this form.**
- **The first PRIDE observation is based on this plan.**

**Guiding Questions**

- What is the purpose of this meeting? (Determine objectives: user friendly language, evident to participants)
- How will I know if we have met the objectives?
- How is today's discussion connected with previous conferences, activities, or plans?
- How will I provide information and support to staff, parents, and students who need further assistance?

**Meeting/Conference**

1. State the purpose and objectives of the meeting/conference relating to:
  - a. Academic, or social/emotional/behavioral concerns
  - b. RtI, MTSS, FBA, 504, IEP, or other plans
2. Write the objective(s) in user friendly language
3. Determine goals and skill set
  - a. What will skill set mastery or completion criteria look like?
4. Determine formative steps and/or assessments
  - a. What learning opportunities, instruments, contracts, progress monitoring will I use to check for understanding or skill mastery?
5. How will I accommodate for all participants?
6. Meeting/Conference facilitation
  - a. Introduction
  - b. Review of student data, previous plans, information
  - c. Key questions relating to: data, plan development, persons responsible, timeline, and follow up
7. List activities sequentially
8. Review student, parent, teacher/staff activities and responsibilities

Employee signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

\_\_\_\_\_  
Employee Name                      Employee Signature                      Date

\_\_\_\_\_  
Evaluator Name                      Evaluator Signature                      Date

RET: Master, 25 FY aft sep term, GS1-SL 19  
Dupl., OSA

032-09-PDC  
Rev. 12-18-2013

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**PRIDE On-Going Observation Form**  
**NON-CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

<b>Domain I. Creating a Culture for Learning</b>
I.1. Establishing High Expectations for Learning and Work
I.2. Creating an Environment of Respect and Rapport
I.3. Organizing the Physical Environment
I.4. Managing Procedures in a Professional Setting
I.5. Managing Participant Behavior
I.6. Modeling Oral and Written Communication Skills
<b>Domain II. Planning for Success</b>
II.1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice

RET: Master, 25FY aft sep or term, GS1-SL, 19  
Dupl., OSA

029-08-PDC-HMR  
Rev. 9-19-2013  
Page 1 of 4

**PRIDE On-Going Observation Form**  
**NON-CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

II.2. Aligning Program Objectives to School/District Goals
II.3. Using Data to Attend to Individual Needs
II.4. Planning Formative and Summative Assessments
II.5. Determining Strategies for Meaningful/Coherent Delivery of Services
II.6. Using Time Effectively
<b>Domain III. Instructing and Assessing for Student Achievement</b>
III.1. Engaging Participants
III.2. Varying Content to Meet Participant Needs
III.3. Using Quality Questions and Discussion

RET: Master, 25FY aft sep or term, GS1-SL, 19  
Dupl., OSA

029-08-PDC-HMR  
Rev. 9-19-2013  
Page 2 of 4

**PRIDE On-Going Observation Form**  
**NON-CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

III.4. Adjusting and Monitoring Activity to Enhance Achievement and Reach Mastery

III.5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals

III.6. Using Technology to Support Learning

**Domain IV. Communicating Professional Commitment**

IV.1. Complying with and Implementing all Federal and State Laws, as well as District and School Policies and Procedures

IV.2. Taking Responsibilities for Professional Development

- IPDP written
- IPDP reviewed, monitored & evaluated by teacher and administrator

IV.3. Collaborating with Colleagues for Student Progress

IV.4. Developing Positive Relationships with Families and Community

RET: Master, 25FY aft sep or term, GS1-SL, 19  
Dupl., OSA

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Rev. 9-19-2013  
Page 3 of 4

**PRIDE On-Going Observation Form**  
**NON-CLASSROOM INSTRUCTIONAL**

Teacher Name \_\_\_\_\_ Position \_\_\_\_\_  
Evaluator Name \_\_\_\_\_ School \_\_\_\_\_

Other Comments

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.  
Signed form must be returned to evaluator within 3 work days.

\_\_\_\_\_  
Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT AND TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**PRIDE OBSERVATION (SHORT FORM) - NON-CLASSROOM INSTRUCTIONAL**

Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Cost Center/School \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Evaluator Name \_\_\_\_\_

Indicators	PRIDE Domain	Observation Notes	Not Observed
Communicates high expectations for self and others.	I. Culture		
Students, staff, parents and community are treated with respect.	I. Culture		
Working environment supports learning and professional activities.	I. Culture		
Models oral and written communication skills.	I. Culture		
Demonstrates understanding of current trends and professional practices.	II. Planning		
Assessment data is used in collaboration with colleagues in professional learning community meetings and is incorporated into the design of programs, professional practices, and goals.	II. Planning		
Uses time effectively.	II. Planning		
Plans for active participation and modeling integration of technology for engagement.	II. Planning		
Uses appropriate strategies to support all learners.	III. Instructing & Assessing		
Uses a balance of high and low order questioning to increase rigor.	III. Instructing & Assessing		
Plans a variety of intervention/resources to support student achievement.	III. Instructing & Assessing		
Adjustments are made to activity/programs based on individual performance.	III. Instructing & Assessing		
Plans objectives interventions, resources that are aligned with identified needs.	III. Instructing & Assessing		
Complies and implements federal, state laws and district policies and procedures.	III. Instructing & Assessing		

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

If you would like a conference, check here.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_ Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

RET: Master, 25 FY aft sep or term, GS1-SL 19  
Dupl., OSA

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Rev. 6-7-2016

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**PRIDE POST OBSERVATION CONFERENCE FORM**  
**CLASSROOM AND NON-CLASSROOM INSTRUCTIONAL**

**Instructions:** Use this form to guide discussions at Post-Conferences with teachers. For Category 1 teachers, refer also to the completed Pre-Conference Observation Form and Lesson Plan Guide or Pre-Conference Observation Form and Meeting/Conference Plan Guide.

Teacher \_\_\_\_\_ Observer \_\_\_\_\_

Cost Center/School \_\_\_\_\_ Date of Observation(s) \_\_\_\_\_

<b>Information discussed</b>
<b>Comments by the Evaluator</b>
<b>Recommendations</b>
<b>Comments by the Instructional Staff Member (optional)</b>

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

\_\_\_\_\_  
Teacher Signature Date

\_\_\_\_\_  
Evaluator Signature Date

RET: Master, 25 FY aft sep/term, GS1-SL 19  
Dupl., OSA

025-08-PDC  
Rev. 6-11-2014

THE PROFESSIONAL SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)  
**CATEGORY 1 (ONLY): PRIDE MID-YEAR EVALUATION FORM – CLASSROOM INSTRUCTIONAL**

Send completed form to Human Resources.

School Year	School	Mid-Year					Comments
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective		
Position							
Evaluator							
	0						1
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total</b>	
I. 1. Establishing High Expectations for Student Learning and Work							
I. 2. Creating an Environment of Respect and Rapport							
I. 3. Organizing the Physical Environment							
I. 4. Managing Classroom Procedures							
I. 5. Managing Student Behavior							
I. 6. Modeling Oral and Written Communication Skills							
<b>Domain II. Planning for Success</b>						<b>Domain II Total</b>	
II. 1. Demonstrating a Deep Knowledge of Content							
II. 2. Aligning Instructional Objectives to District Curriculum and Learner Outcomes							
II. 3. Using Data to Attend to Individual Student Needs							
II. 4. Planning Formative and Summative Assessments							
II. 5. Determining Strategies for Meaningful/Coherent Instruction							
II. 6. Using Instructional Time Effectively							
<b>Domain III. Instructing and Assessing for Student Achievement</b>						<b>Domain III Total</b>	
III. 1. Engaging Students in Learning							
III. 2. Varying Instruction to Meet Student Needs							
III. 3. Using Quality Questions and Discussion							
III. 4. Monitoring Student Performance							
III. 5. Adjusting and Monitoring Instruction to Enhance Achievement and Student Mastery							
III. 6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals							
III. 7. Using Traditional and Alternative Assessments to Increase Achievement							
III. 8. Using Technology to Support Learning							
<b>Domain IV. Communicating Professional Commitment</b>						<b>Domain IV Total</b>	
IV. 1. Complying with and Implementing all Federal and State laws, as well as District Policies and Procedures							
IV. 2. Taking Responsibility for Professional Development <ul style="list-style-type: none"> <li>• IPDP written</li> <li>• IPDP reviewed, monitored &amp; evaluated by teacher and administrator</li> </ul>							
IV. 3. Collaborating with Colleagues for Student Progress							
IV. 4. Developing Positive Relationships with Families and Community							
<b>TOTAL</b>							

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

Teacher Signature	Date	<b>PRIDE Rating</b>	<b>Total</b>
Evaluator Signature	Date		

The School Board of Sarasota County, Florida complies with State Statutes on Veterans' Preference and Federal Statute on non-discrimination on the basis of race, color, sex, religion, national origin, age, disability, marital status or sexual orientation.

RET: Master, 50 FY aft sep or term  
Dupl., OSA

042-09-POC-HMR  
Rev. 10-11-2011



THE PROFESSIONAL SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**CATEGORY 1 (ONLY): PRIDE MID-YEAR EVALUATION FORM – NON-CLASSROOM INSTRUCTIONAL**

Send completed form to Human Resources.

School Year	School	Mid-Year				Comments
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Position						
Evaluator		0	1	2	3	
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total</b>
I. 1. Establishing High Expectations for Learning and Work						
I. 2. Creating an Environment of Respect and Rapport						
I. 3. Organizing the Physical Environment						
I. 4. Managing Procedures in the Professional Setting						
I. 5. Managing Participant Behavior						
I. 6. Modeling Oral and Written Communication Skills						
<b>Domain II. Planning for Success</b>						<b>Domain II Total</b>
II. 1. Demonstrating Knowledge of Content Trend in Program Area and Professional Practice						
II. 2. Aligning Program Objectives to School/District Goals						
II. 3. Using Data to Attend to Individual Needs						
II. 4. Planning Formative and Summative Assessments						
II. 5. Determining Strategies for Meaningful/Coherent Delivery of Services						
II. 6. Using Time Effectively						
<b>Domain III. Instructing and Assessing for Student Achievement</b>						<b>Domain III Total</b>
III. 1. Engaging Participants						
III. 2. Varying Content to Meet Participant Needs						
III. 3. Using Quality Questions and Discussion						
III. 4. Adjusting and Monitoring Activity to Enhance Achievement and Reach Mastery						
III. 5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals						
III. 6. Using Technology to Support Learning						
<b>Domain IV. Communicating Professional Commitment</b>						<b>Domain IV Total</b>
IV. 1. Complying with and implementing all Federal and State laws, as well as District Policies and Procedures						
IV. 2. Taking Responsibility for Professional Development						
<ul style="list-style-type: none"> <li>• IPDP written</li> <li>• IPDP reviewed, monitored &amp; evaluated by teacher and administrator</li> </ul>						
IV. 3. Collaborating with Colleagues for Student Progress						
IV. 4. Developing Positive Relationships with Families and Community						
<b>TOTAL</b>						

Teacher's signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement. Signed form must be returned to evaluator within 3 work days.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

PRIDE Rating	Total
--------------	-------

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

The School Board of Sarasota County, Florida complies with State Statutes on Veterans' Preference and Federal Statute on non-discrimination on the basis of race, color, sex, religion, national origin, age, disability, marital status or sexual orientation.

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Dupl., OSA

043-09-POC-HMR  
Rev. 10-11-2011

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**PRIDE COMPONENT OF THE TEACHER EVALUATION SYSTEM**  
**NON-CLASSROOM INSTRUCTIONAL**

School Year	School					Comments
Name	Position	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Evaluator		0	1	2	3	
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total (24 Possible Points)</b>
I. 1. Establishing High Expectations for Learning and Work	(1)					
I. 2. Creating an Environment of Respect and Rapport	(2)					
I. 3. Organizing the Physical Environment	(0.5)					
I. 4. Managing Procedures in the Professional Setting	(4)					
I. 5. Managing Participant Behavior	(3)					
I. 6. Modeling Oral and Written Communication Skills	(0.5)					
<b>Domain II. Planning for Success</b>						<b>Domain II Total (34.5 Possible Points)</b>
II. 1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice	(2)					
II. 2. Aligning Program Objectives to School/District Goals	(2)					
II. 3. Using Data to Attend to Individual Needs	(1.5)					
II. 4. Planning Formative and Summative Assessments	(3)					
II. 5. Determining Strategies for Meaningful/Coherent Delivery of Services	(2)					
II. 6. Using Time Effectively	(2)					
<b>Domain III. Instructing &amp; Assessing for Student Achievement</b>						<b>Domain III Total (34.77 Possible Points)</b>
III. 1. Engaging Participants in Learning	(1.5)					
III. 2. Varying Content to Meet Participant Needs	(2.75)					
III. 3. Using Quality Questions and Discussion	(1.59)					
III. 4. Adjusting and Monitoring Activity to Enhance Achievement	(2)					
III. 5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals	(2)					
III. 6. Using Technology to Support Learning	(1.75)					
<b>Domain IV. Communicating Professional Commitment</b>						<b>Domain IV Total (6.75 Possible Points)</b>
IV. 1. Complying with and Implementing all Federal and State laws, as well as District Policies and Procedures	(6.75)					
IV. 2. Taking Responsibility for Professional Development	(0.5)					
IV. 3. Collaborating with Colleagues for Student Progress	(0.5)					
IV. 4. Developing Positive Relationships w/ Families & Community	(1.5)					
<b>Total</b>						

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

Evaluator Signature	Date
Teacher Signature	Date
Submission Evaluator Signature	Date

RET: Master, 25 FY aft sep or term, GS1-SL 19  
Dupl., OSA

030-06-PDC-HMR  
Rev. 9-19-2013

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
 PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
 TEACHER EVALUATION SYSTEM (TES)

**CATEGORY 1 (ONLY): PRIDE DOCUMENT CHECKLIST AND REVIEW FORM**  
**CLASSROOM INSTRUCTIONAL**

Name \_\_\_\_\_ Title \_\_\_\_\_ Cost Center/School \_\_\_\_\_

Check-off	Required Products	PRIDE Domains & FEAP
	Attend Code of Ethics Training and New Employee Orientation	Domain IV, FEAP-6
	Complete Online DOE Child Abuse and Neglect Reporting Course	Domain IV, FEAP-6
	Written behavioral expectations, consequences and rewards	Domain I, FEAP-2
	Explanation of grading procedures	Domain III, FEAP-4
	Evidence of progress monitoring	Domain II & III, FEAP-4
	Sample of teacher developed formative and summative assessments	Domain II & III, FEAP-1, 4
	Record of participation in Collaborative Planning Team/Activity	Domain IV, FEAP-3
	Sample of written communication skills	Domain I, FEAP-2
	Family Communication <ul style="list-style-type: none"> <li>• Documentation of positive family/guardian contact</li> <li>• Communication to student and family or guardian on course requirements</li> <li>• Notification to family or guardian explaining student progress and/or concerns including retention</li> </ul>	Domain IV, FEAP-5 Domain III & IV
	Documentation of a planned lesson using the PRIDE Pre-Conference Form and Lesson Plan Guide	Domain II, FEAP-1, 2, & 3
	Summary of consultation with appropriate staff members regarding special needs of individual students	Domain III & IV, FEAP-5
	Documentation of participation in Professional Development	Domain IV, FEAP-6
	Evidence of using instructional technology in teaching and learning	Domain III, FEAP-2 & 4
	<b>All SCIP Requirements Completed</b>	

Teacher Name \_\_\_\_\_ Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Name \_\_\_\_\_ Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

**Professional Rubrics Investing and Developing Educator Excellence (PRIDE)**  
**Florida Educator Accomplished Practices (FEAPs)**

RET: Master, 25 FY alt sep/term, GS1-SL 19  
 Dupl., OSA

040-08-PDC  
 Rev. 6-11-2014

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION  
TEACHER EVALUATION SYSTEM (TES)

**CATEGORY 1 (ONLY): PRIDE DOCUMENT CHECKLIST AND REVIEW FORM**  
**NON-CLASSROOM INSTRUCTIONAL**

Name \_\_\_\_\_ Title \_\_\_\_\_ Cost Center/School \_\_\_\_\_

Check-off	Required Products	PRIDE Domains & FEAP
	Attended Code of Ethics training and New Employee Orientation	Domain IV – FEAP 6
	Example of behavior expectations (group guidelines, class rules)	Domain I – FEAP 2
	Example of calendar and/or system of caseload documentation	Domain II – FEAP 2
	Inservice record or documentation of participation in professional development	Domain IV – FEAP 5 & 6
	Documentation of participation in professional organizations, and/or local, state, national committees	Domain IV – FEAP 6
	Summary of consultation with appropriate staff members regarding special needs of individual students	Domain III & IV – FEAP 5
	Summary of parent/guardian or adult student contact when problems were identified in the classroom: (service referrals, parent conference forms, etc.)	Domain IV – FEAP 5
	Examples of up-to-date records/logs of parent/guardian or adult student contacts	Domain IV – FEAP 5
	Record of participation in collaborative planning team/activity	Domain IV – FEAP 6
	Documentation of written communication skills	Domain I – FEAP 2
	Documentation of a planned meeting or lesson using the PRIDE Pre-Conference Form and Meeting/Conference Plan Guide	Domain II – FEAP 1, 2 & 3
	Documentation of communication with parents/guardian or adult student regarding recommended services (support, evaluations, community based, etc.)	Domain III & IV – FEAP 5
	Example of an assessment instrument developed for use in evaluating student progress (pre and post test, FBA plan, IEP)	Domain II, III – FEAP 4
	<b>All SCIP Requirements Completed</b>	

Employee Name \_\_\_\_\_ Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Name \_\_\_\_\_ Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

**Professional Rubrics Investing and Developing Educator Excellence (PRIDE)**  
**Florida Educator Accomplished Practices (FEAPs)**

RET: Master, 25 FY aft sep term, GS1-SL 19  
Dupl., OSA

044-09-PDC  
Rev. 12-19-2013



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION

**COLLABORATIVE PLANNING TEAM  
ACTION PLAN TO ENHANCE STUDENT LEARNING**

<b>Team</b>	<b>Date</b>
<b>Team Members Present</b>	
<b>Facilitator</b>	

Focus of Collaborative Planning (check areas that apply)	
<b>Data Analysis/Progress Monitoring</b> <input type="checkbox"/> Analyze State/District Student Data FSA LEOCs iReady Other _____ <input type="checkbox"/> Analyze common assessment data <input type="checkbox"/> Analyze student class work <input type="checkbox"/> Analyze student completed assignments/projects <input type="checkbox"/> Other _____	<b>Assessment</b> <input type="checkbox"/> Develop common formative pre-assessment <input type="checkbox"/> Create common formative post-assessment <input type="checkbox"/> Create common summative assessment <input type="checkbox"/> Other _____
<b>Curriculum and Instruction</b> <input type="checkbox"/> Review Florida Standards/NGSSS and/or IFGs <input type="checkbox"/> Design curriculum scope and sequence <input type="checkbox"/> Design lesson plan/unit <input type="checkbox"/> Review/revise lessons based on assessment data <input type="checkbox"/> Other _____	<b>Instructional Strategies</b> <input type="checkbox"/> Plan instructional strategies <input type="checkbox"/> Share/learn effective instructional strategies <input type="checkbox"/> Share/learn proven classroom mgt strategies <input type="checkbox"/> Plan for technology integration <input type="checkbox"/> Other _____
<b>Interventions</b> <input type="checkbox"/> Plan academic intervention for groups of students <input type="checkbox"/> Plan behavioral or attendance intervention for groups of students	

Additional Comments

Next Steps	Person Responsible	Due Date

Distribution:      Original - Collaborative Planning Team Notebook      Copy - Principal

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Dupl., OSA

041-08-PDC  
Rev. 6-2-2016

**APPENDIX E - GRIEVANCE REFERRAL FORM**

Name of Grievant: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Article(s): \_\_\_\_\_ Section(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Work Site: \_\_\_\_\_ To Whom Submitted: \_\_\_\_\_

Description of Grievance:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Corrective Action Requested By Grievant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>Date Filed:</u>	<u>Hearing Date:</u>	<u>Response Date:</u>
Informal _____	Informal _____	Informal _____
Step I _____	Step I _____	Step I _____
Step II _____	Step II _____	Step II _____
Step III _____	Step III _____	Step III _____
Step IV _____	Step IV _____	Step IV _____
Resolution	Administration Sustained/Denied	Grievant Accepted/Rejected
Informal _____	_____	_____
Step I _____	_____	_____
Step II _____	_____	_____
Step III _____	_____	_____
Step IV _____	_____	_____

Step I  
 Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Step II  
 Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Step III  
 Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Step IV  
 Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

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 collective  
6 bargaining Agreement. If there is any conflict or inconsistency between the terms and conditions of the main  
7 Agreement and those of this summer school Agreement (pertaining to summer school) the terms and conditions  
8 of this summer school Agreement shall prevail. Certain provisions of the main Agreement have no relevance to  
9 summer school because of operational differences. Such portions of the main Agreement shall not apply to sum-  
10 mer 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 regular  
15 school year. Other fringe benefits provided during the regular school year will also be provided during summer  
16 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 unless they qualify or are  
25 enrolled in an IAP or PIP. Teachers selected for summer school should be certified in the subject area to be  
26 taught. Except as otherwise agreed, when two or more teachers are eligible for a summer school position, the  
27 teacher with the greatest seniority shall be selected, provided the teacher has taught in the subject area sometime  
28 within the previous five years. Otherwise, the teacher selected shall be the teacher with the greater length of  
29 service in Sarasota County. If no certified candidate applies for a position, such position may be filled at the  
30 Superintendent's discretion. Band directors, coaches, media specialists, counselors, and other positions as agreed  
31 to by the parties to have a special need to teach at the school to which they are normally assigned, may be hired  
32 without regard to any limitation stated in this Agreement. The school Principal and the Director of Summer  
33 School may designate other positions which may be filled without regard to seniority. Any building Principal  
34 who selects outside the scope of this condition must substantiate such reason(s) in writing, consult with the  
35 SC/TA and provide a copy to the teacher(s) affected.

36  
37 D. Placement

38  
39 After teachers are hired for summer school on a seniority basis as described in Section C above, they will be  
40 assigned to the summer school work site in which they worked in the preceding school year or should their  
41 normal school year school not offer a summer school program, the school to which the majority of the students  
42 from their regular school year school are assigned. If a sufficient number of positions are not available at that  
43 school, the teacher with the greater seniority will be selected. Once placed at a particular school, the expressed  
44 grade level and/or subject preference of the teacher will be honored to the greatest extent possible. This provision  
45 will only apply at the time of his/her initial job offer. Once a teacher accepts a position, there will be no transfers  
46 unless mutually agreed upon by both parties.

47  
48 E. Salary

49  
50 The summer school salary schedule daily rate will be equivalent to the teacher salary schedule daily rate of the  
51 immediate past year. Teachers will be paid their regular hourly rate for mandatory training associated with sum-  
52 mer school.



1 F. Work Day  
 2  
 3  
 4  
 5  
 6  
 7

The parties agree that the implementation of the regular daily rate during summer school will not be construed to be a precedent with respect to what constitutes the work day in terms of hours during the regular school year. The parties agree that the length of the non-Instructional summer school day can be increased by management if so desired, not to exceed the length of the regular school year day.

**APPENDIX G - STUDENT DISCIPLINE REFERRAL FORM**

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

INSTRUCTIONS: Person submitting the referral should fill out as much information as possible on top half of form. Fill out one referral per student, attaching referrals together before submitting to administrator.

**Student Discipline Referral**

STUDENT NAME		STUDENT NUMBER (if known)	GRADE	ESB / 504 / 507	DATE OF EVENT	TIME OF EVENT
LOCATION		REPORTED BY	SCHOOL	<input type="checkbox"/> Yes <input type="checkbox"/> No	7 / /	BUS NUMBER
BS - Bus Stop CA - Cafeteria CL - Classroom FT - Field Trip GY - Gymnasium HA - Hallway LK - Locker MC - Media Center OF - Office OG - Off School Grounds OT - Other PG - Playground/Track PL - Parking Lot RE - Restroom SG - School Grounds TR - Transportation/Bus Stop	REPORTED BY (code) Use Teacher id #. For those persons without a Teacher id#, use # from below.	INTERVENTIONS BEFORE REFERRAL (if appropriate) DATE: / / TIME:		<input type="checkbox"/> Conference with Student <input type="checkbox"/> Telephone Call to Parent <input type="checkbox"/> Other		
	#00 - Bus Driver #01 - Food Service Staff #02 - Substitute Teacher #03 - Law Enforcement #04 - Aide	No. of students given referral for this incident:	<input type="checkbox"/> Referral to Academic Team <input type="checkbox"/> Conference with Counselor <input type="checkbox"/> Letter to Parent <input type="checkbox"/> Parent Conference <input type="checkbox"/> De-escalation Techniques <input type="checkbox"/> Problem Solving Techniques <input type="checkbox"/> Mediation <input type="checkbox"/> Teacher Confrontation		NATURE OF PROBLEM (be specific)	
If incident involves a fight, did it require: <input type="checkbox"/> Medical Attention <input type="checkbox"/> Physical Restraint						
<b>ADMINISTRATIVE USE ONLY BELOW THIS LINE</b>						
EVENT NO.	ESB	704	NO	IF YES, SEVER INCIDENT CODE (N/A if not)	REPORTING SCHOOL CODE	ESB, SCH. NO., ESB#
C - WHEN EVENT OCCURRED (circle one) 1 - During school hours 2 - Outside school hours, school sponsored activity 3 - Outside school hours, not school sponsored activity	W - WHERE EVENT OCCURRED (circle one) 1 - School sponsored activity 2 - School sponsored activity off campus 3 - School sponsored transportation (includes bus stops)		I - INVOLVEMENT TYPE (circle one) 1 - Student 2 - Non-student 3 - Both student & non-student 4 - Unknown		P - PROPERTY DAMAGE (circle one) Y - Yes N - No If Yes, Own \$: Yes No	
INCIDENT CODES (see code sheets)	RELATED CHARACTERISTICS (circle one, if applicable) AR - Abuse related CR - Drug related DR - Gang related HR - Hate related WR - Weapon related		WHAT KIND OF WEAPON USED (if applicable, circle all used) F - Firearm H - Handgun K - Knife R - Rollover O - Other weapon N - Use OTHER WEAPON		DURATION OF SUSPENSION # of Days Begin Date Return Date	
PREPARING NOTES (The student, an adult staff, may not have the school suspension or any school sponsored activity regardless of location during the date of the suspension. It is my responsibility to make up work missed while on suspension.)			COMMENTS BY ADMINISTRATOR (can be entered in at a later date)			
SIGNATURE OF STUDENT			ADMINISTRATOR SIGNATURE		ACTION DATE	

Distribution: White - Discipline File Yellow - Parent / Guardian / Student Pink - Originator Goldenrod - Guidance Counselor / ESB Liaison  
 RSE: Mader, JAY The School Board of Sarasota County, Florida complies with the State Statute on Veterans Preference and Federal Statute on 016 95-DS-INS  
 11/01/07

1 **APPENDIX H - EMPLOYEES OF CHARTER SCHOOLS**  
2

3 A. Employment Status  
4

5 1. 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 elected  
8 within its charter to continue as part of the existing Instructional Bargaining Unit will be bound by all the  
9 terms and conditions of the Instructional Bargaining Unit Agreement (including the accrual of seniority)  
10 consistent with other members of the Instructional Bargaining Unit.  
11

12 2. 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 consid-  
15 ered to be on an unpaid charter school leave with the Board. New employees hired by a charter school (other  
16 than those hired in converted Board schools who elect to remain within the Instructional Bargaining Unit)  
17 will not be considered to be members of the Instructional Bargaining Unit of the School Board of Sarasota  
18 County and will have no transfer or seniority rights for bargaining unit positions.  
19

20 B. Initial Staffing  
21

22 Any existing employee at that worksite 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 pro-  
24 cedures outlined elsewhere in this Agreement.  
25

26 C. Seniority Rights  
27

28 While on an approved charter school leave of absence the teacher's seniority time with the Board will be frozen,  
29 and he/she will not accrue any additional seniority while on such leave.  
30

31 D. 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 into  
34 vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for a teacher  
35 returning to duty from an approved leave of absence. A teacher hired by a charter school who is not on an approved  
36 charter school leave of absence from the Board may apply for a vacant position with the Board and will be treated  
37 in a manner consistent with other non-Board applicants.  
38

39 E. Benefits  
40

41 Teachers on a charter school leave of absence will be able to purchase their benefits pursuant to current COBRA  
42 and Instructional Bargaining Unit Agreement guidelines.  
43

44 F. 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 employed  
48 by the Board will be placed on the salary schedule in a manner consistent with those rules specified in Appendix  
49 A1 (a) of the Instructional Bargaining Unit Agreement.  
50

51 G. 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).

1 Specifically, Board employees may not transfer or be surplussed into charter schools. Existing Board employees  
2 may request to be hired by the charter school and such hiring will be governed by whatever rules have been  
3 promulgated by that charter school and approved by the Board.  
4  
5

6 **APPENDIX I – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND**  
7 **ANNUAL LEAVE/VACATION PAY**  
8

9 The BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™ (BENCOR SPECIAL PAY  
10 PLAN™) is offered by BENCOR, Inc. to help governmental units and their employees save up to 7.65% of Social  
11 Security/Medicare taxes and to defer income taxes on eligible Plan contributions. Provided below is an explanation  
12 of how the Plan works:  
13

14 A. Eligibility:

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

19 B. Contribution Limits:

- 20 1. The maximum 401 (a) Plan contribution cannot exceed 100% of the Plan Year Salary or IRS maximum dollar  
21 limitations; whichever is less. (Plan year July 1 – June 30). The maximum 403(b) Plan contribution cannot  
22 exceed 100% of the calendar year salary or IRS maximum dollar limitations; whichever is less (calendar year  
23 is a 12 month look-back).
- 24 2. The maximum Plan contribution limit is calculated each year based on IRS limitations.
- 25 3. There is a dollar-for-dollar offset against the 401(a) IRS maximum dollar contribution limit for money placed  
26 into your 401(k) plan or into the State Investment Plan.
- 27 4. There is a dollar-for-dollar offset against the 403(b) IRS maximum dollar contribution limit for money placed  
28 into your 403(b) plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan  
29 contribution limits.

30 C. Investments:

- 31 1. Initially, Special Pay Plan contributions are automatically invested in the TFLIC Guaranteed Pool Fund (i.e.  
32 guaranteed/fixed). Subsequently, the participant can self-direct among investment choices.

33 D. Investment Expenses:

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

37 E. Distributions:

- 38 1. Distributions may be taken at termination of employment or because of total disability or death.  
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52

- 1 2. The participant may choose to leave money in the Plan, self-directing future investments and taking distri-  
2 butions as desired in a *tax-deferred manner*. Distributions may be taken in a lump sum or as periodic pay-  
3 ments taken monthly, quarterly, semi-annually or annually. (Remember, it may be advantageous under Fed-  
4 eral tax laws to delay taking distributions until a later tax year when the individual's tax rate may be lower.)  
5
- 6 3. A participant (or surviving spouse) can do a "rollover" into an IRA or into another qualifying plan.  
7
- 8 4. To receive a distribution, the participant must initiate the process by requesting a distribution packet from  
9 BENCOR Administrative Services at 1-888-258-3422.
- 10 5. Distributions will be processed in a timely manner with minimum waiting.
- 11 6. There is no 10% IRS penalty if the employee is at least age 55 in the year of separation from employment.
- 12 7. Employees who have retired and fall within a certain age category (those who were less than age 55 in the  
13 year of separation from employment) and elect to withdraw these funds are subject to a 10% early-withdrawal  
14 penalty by the IRS. The employer will "make whole" those employees who fall within this category, if they  
15 request all of their funds from the Plan Administrator within 30 days of separation from employment. This  
16 would normally require a make-up of 2.35% (10% penalty less 7.65% previous savings on social security  
17 taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55%  
18 (10% penalty – 1.45% savings) reimbursement for amounts over the limit.  
19  
20  
21  
22

23 Please consult your tax advisor for information regarding the taxability of Plan distributions.

24 Loans – for loan provisions, contact the BENCOR Administrative Services at 1-888-258-3422.

25  
26  
27 F. DROP Participants' Terminal Sick Leave Pay/Annual Leave will be processed as follows:

- 28 1. Annual Leave – Employees participating in DROP receive their annual leave as a lump sum payment at the  
29 time of enrollment in DROP. Annual leave will be paid into the "BENCOR NATIONAL PLAN" subject to  
30 contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant  
31 subject to Federal tax and related payroll taxes (Social Security and Medicare). The participant does not have  
32 access to this money until the end of DROP – other than through loan provisions. This dollar amount will  
33 be included in the employee's compensation for retirement benefit calculation purposes (FRS).  
34  
35
- 36 2. Terminal Sick Leave Pay – Employees will transfer 100% of their accrued sick leave into their Bencor Special  
37 Pay Plan account either upon entering the DROP program or upon final separation of service from the School  
38 Board of Sarasota County, subject to contribution limits. Any excess amount will be paid to the participant,  
39 subject to all applicable taxes. For any employees extending DROP election, 100% of their sick leave will  
40 be paid out at the end of 5 years and 100% at the end of each extension.  
41

42 Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave  
43 balance paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant,  
44 subject to all applicable taxes. This method of payment allows employees to take maximum advantage of  
45 Federal tax law.  
46  
47