INSTRUCTIONAL BARGAINING UNIT COLLECTIVE BARGAINING AGREEMENT

between the

SARASOTA CLASSIFIED/TEACHERS ASSOCIATION

and the

SCHOOL BOARD
of
SARASOTA COUNTY, FL

July 1, 2024-June 30, 2027

Revision-November 2024

TABLE OF CONTENTS
INSTRUCTIONAL CONTRACT

ARTICLE I – RECOGNITION 1
Inclusions 1
Exclusions 1

ARTICLE II – DEFINITIONS 1

ARTICLE III – SCOPE OF BARGAINING 4
scope 4
procedures 4
agreement 5
resolution of impasse 5

ARTICLE IV – UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS 5
employer information 5
payroll deduction 6
union meetings and activities 6
union activities at work locations 6
inter-school mail 7
time for union representatives 7
Email and computer access 7
bulletin boards 7
new teacher orientation 7
information from the board 8
parking 8
right to representation 8
committee appointments 8
exclusivity clause 8
subcontracting 8
ratifications costs 8

ARTICLE V – TEACHER RIGHTS 9
union membership 9
off-the-job conduct 9
debt complaint 9
charitable drives 9
uniform administration of school board rules and policies 9
prohibited personnel practices 9
meetings and activities beyond the normal workday 9
transport of students by teachers 9
public discipline 9
due process 9
reassignment of teachers 10
legal rights 10
residual rights 10
exchange of continuing contract for PSC 10
hardship reassignment 10
fingerprinting 10
social security numbers 10
compensatory day for moving 10
workday for moving to another worksite 10
50% pre-planning week 10

vendors on campus 10
employee child before and/or after school program 10

ARTICLE VI – MANAGEMENT RIGHTS 10
physical and psychiatric examinations 12
emergency situations 12
reasonable suspicion testing 12

ARTICLE VII – CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT 13

ARTICLE VIII – FAIR PRACTICES 13

ARTICLE IX – TEACHER DUTY DAY 13
duty day 13
duty free lunch 13
planning time 13
teacher duties 14
multi-level schools 14
30 hour school improvement 15
general guidelines 15
IEP days 15
faculty meetings 15
part time teachers 16

ARTICLE X – PROFESSIONAL DEVELOPMENT CENTER 16
function/purpose 16
individual professional development plan 16
professional development activities 16
supervision of student teachers and interns 17

ARTICLE XI – PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF 17
definitions 17
general rules 17
Sarasota County induction program (SCIP) 19
teacher evaluation system (TES) 19
value added/student learning gain data 23
evaluation responsibilities 23
copies of evaluation report 23
meetings 23

ARTICLE XII – TEACHER CONTRACTS 24
probationary contracts 24
annual contracts 24
continuing contract 24
professional service contract 24
contract conversion 24
JROTC 25
STC staff 25
ESOL requirement 25
out-of-field 25
certification 25
minimum certification requirements 26

ARTICLE XIII – SELECTION/LATERAL TRANSFERS/PROMOTIONS 26
voluntary lateral transfers 26
involuntary reassignments within a school 28

surplussing between schools....28
opening new schools....28
vacancies....29
promotions....29

ARTICLE XIV – REDUCTION IN FORCE....29
school board rights....29
definition....29
procedures....29
seniority....29
date of hire....30
administrators returning to bargaining unit....30
surplussing....30
placement....31
return to former placement....32
layoff....32

ARTICLE XV – RECALL....32
recall order....32
new teachers....32
recall process....32
layoff period....33
leaves....33
certification....33

ARTICLE XVI – NON-TEACHING DUTIES....33
lunchroom supervision....33
chaperoning / three night meetings....33
heavy equipment, machinery, furniture....33
collection of lunch monies....33
hand scoring of tests....33
temporary administrative positions....33
tutoring....34
extra duties....34

ARTICLE XVII – PERSONNEL RECORD....34
maintenance....34
complaints....35

ARTICLE XVIII – MAINTENANCE OF CLASSROOM DISCIPLINE....35
general responsibility....35
pressing charges....35
using reasonable force....35
student discipline....36
removal of student from class....36
student placement review committee....36
alternative class placement....36
school disciplinary policy....37
discipline referral form....37
right of appeal....37

ARTICLE XIX – EVALUATION OF STUDENTS....37
grades....37
changing grades....37
challenge to teacher's grade....37
review panel....37

ARTICLE XX – TEACHER ASSIGNMENT AND TRAVEL 38
notification of status for coming year 38
notification of changes in status 38
teachers scheduled to more than one school 38
travel expenses 38
travel reimbursement 38
out-of-county travel expenses 38
transport of students 38
teachers driving school buses 38
compensation of teachers driving school buses 38
alternative education 39
substitute teachers 39

ARTICLE XXI – PAID LEAVES OF ABSENCE 39
sick leave 39
sickness or death 39
transfer of sick time 39
personal days 40
days immediately preceding or following a school holiday 40
illness in the line of duty 40
leave for union officers 41
temporary duty days 41
civic duties 41
leave for legal commitments and transactions 41
12 month teachers 41
procedures 41
requests 41
experience credit 42
insurance continuation 42
retirement credit 42
return to duty 42
transferring in of sick leave 42
sick leave payoff cap 42
verification of reasons for leave 42
funds for expenses 42

ARTICLE XXII – UNPAID LEAVES OF ABSENCE 42
categories of unpaid leaves 42
study/professional improvement leave 42
medical leave 43
worker's compensation 43
political leave 44
Family and Medical Leave Act (FMLA) leave 44
maternity leave 44
child care leave 44
personal leave 44
military leave 44
charter school leave 45
procedures 45
requests 45
duration of leave 45
experience credit 45
insurance continuation 45
retirement credit 45
return to duty 45
premature return to duty 46

return from FMLA leave 46

ARTICLE XXIII – GRIEVANCE AND ARBITRATION 46
definitions 46
procedures 47
rules 47

ARTICLE XXIV – SHARED DECISION MAKING 49
organizational structures 49
scope of responsibilities 49
SDM support systems 50
responsibilities of the school board 50
responsibilities of the SC/TA 50
waiver process 51

ARTICLE XXV – DISCIPLINARY ACTIONS 51
scope of article 51
appeal through grievance procedure 51
review of information 51
copies to union 51
reasonable time to prepare response 51
actions not to be considered to be disciplinary 51
previous charges or actions 51
progressive discipline 52
removal of notations for the record of verbal reprimands 52
removal of letters of reprimand 52
job abandonment 52

ARTICLE XXVI – TERMINAL PAY FOR ACCUMULATED SICK LEAVE 52

ARTICLE XXVII – LOCAL RELATIONSHIPS 53

ARTICLE XXVIII – SALARIES 53
grandfathered salary schedule 53
implementing language 53
2024-26 salary computation 53
supplements 53
need-based supplements 54
activity-based supplements 54
implementation 55
performance salary schedule 56
2024-26 salary computation 56
Outside experience credit for new hire 57
Supplements 57
education supplement 57
need-based salary supplements 58
activity-based supplements 59
implementation 59
JROTC 59
7.1% supplement 59
moving to performance pay 59
advanced degrees 59
method of payment 60
number of payments 60
pay dates 60
exceptions 60

direct deposit 60
final pay 60
withholding of pay 60
payroll errors 61
supplement payment 61

ARTICLE XXIX – EMPLOYEE ASSISTANCE PROGRAM 61

ARTICLE XXX – EFFECT OF AGREEMENT 61

ARTICLE XXXI – BENEFITS 62

ARTICLE XXXII – TOBACCO POLICY 65

ARTICLE XXXIII – DURATION OF AGREEMENT 65

ARTICLE XXXIV – DEFERRED RETIREMENT OPTION PROGRAM (DROP) 65

ARTICLE XXXV – NON-DISCRIMINATION 66

ARTICLE XXXVI – ACADEMIC IMPROVEMENT 66
schools in need of assistance 66

ARTICLE XXXVII – DIFFERENTIATED PAY FOR DIST. CRITICAL SHORTAGE AREA(S) 68

APPENDIX A – SALARY SCHEDULES 69
implementation 69
supplement salary schedule 71
general guidelines 73

APPENDIX B – ADMINISTRATIVE INTERNS 75

APPENDIX C – CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK 75

APPENDIX D – PERFORMANCE EVALUATION FORMS 77

APPENDIX E – GRIEVANCE REFERRAL FORM 109

APPENDIX F – SUMMER SCHOOL 110

APPENDIX G – EMPLOYEES OF CHARTER SCHOOLS 111

APPENDIX H – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY 112

APPENDIX I – SUMMER ENHANCEMENT PROGRAMS 114

ARTICLE I - RECOGNITION

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

A. Inclusions

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

B. Exclusions

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

ARTICLE II - DEFINITIONS

ADDRESS	The address of a teacher provided by him/her to the Board.
ADMINISTRATOR	An employee of the Board who is excluded from the bargaining units and who is paid on an Administrative Salary Schedule.
BOARD/EMPLOYER	The School Board of Sarasota County, Florida, or its designee.
CAFETERIA PLAN	A Board approved negotiated benefit plan that includes multiple options for the teacher.
COST CENTER	Each individual worksite for which the Sarasota County School Board is responsible.
COLLABORATIVE PLANNING TIME	Collaborative planning time is an opportunity for teachers to work together as a professional learning community to improve their practice and student outcomes. Collaborative planning activities (with a focus on small groups, departments, or grade levels) are teacher-driven, occur during the school day, and involve grade level teams, content-based teams, departments, and/or academy teams, and they may include administrators, school counselors, instructional facilitators, literacy and data coaches, and other support personnel as they are relevant to the topics being discussed and/or presented. Collaborative planning time activities may include, but are not limited to, establishing team norms and protocols; studying content standards and identifying essential standards; reviewing district curriculum; curriculum mapping and alignment activities; grade level planning, including setting grade level goals; designing common grade

level, content-specific, or department assessments; analyzing student work and developing common-grading practices; analyzing individual student, class, department, and/or schoolwide data to drive instruction; planning for Tier 1, Tier 2, and Tier 3 instruction; planning for the implementation of best practice aligned strategies for effective Tier 1 instruction of the current content; working on lesson plans as a team; peer coaching and mentoring; integrating instructional units; and developing positive and supportive relationships with colleagues.

Each collaborative team will have a designated facilitator who will lead the PLC activities identified for the session aligned to school and district initiatives. The activities led by the facilitator will support the process embedded in answering the Four Critical Questions, as these questions focus on providing teachers with data to drive instructional decision-making and ongoing action planning. Facilitators will be focused on supporting teachers in the work outlined in the collaborative planning time section, analyzing student data, developing needed instructional supports, and coordinating Professional Learning as needed. The designated Facilitator may be a classroom teacher, guiding coalition member, instructional support staff member, program specialist, team leader, department chair, or other teacher leader.

The role of school administrators in the PLC process is to support, facilitate, and monitor the collaborative work of teachers and other stakeholders to improve student learning outcomes by creating a safe and supportive environment for collaborative teams, ensuring meaningful data is used to ground collaborative team conversations; providing professional learning opportunities and guidance on related topics; guiding the collaborative teams to set clear and measurable goals, prioritize standards, and use data to inform decisions; encouraging innovation, risk-taking, and reflection among collaborative team members; building collegial relationships and trust among collaborative team members; aligning the PLC work with the school and district vision and goals; and celebrating and sharing the successes and challenges of PLCs.

DOE — Florida State Department of Education.

EMPLOYEE — A member of the Instructional Bargaining Unit who is appointed by the Board to work at a .6 FTE or greater capacity.

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.

NORMAL SALARY — A teacher's salary upon which his or her daily rate of pay is calculated. It consists of a teacher's present salary minus activity supplements and need-based supplements which are not considered part of a teacher's normal salary.

NORTH COUNTY	Any school or worksite located north of North Creek.
PARTIES	Includes both the School Board of Sarasota County, Florida and Union (the Sarasota Classified/Teachers Association, SC/TA).
PDD	Professional Development Department.
POSITION SUPPLEMENT	The following supplements that appear in Appendix A, Section 5 of this Agreement: School Psychologist, School Social Worker, Program Specialist.
PRINCIPAL/DIRECTOR	The chief administrator of a school/cost center or his/her designee.
PROFESSIONAL LEARNING COMMUNITY (PLC)	A professional learning community, or PLC, is a group that meets regularly, shares expertise, and works collaboratively as a team to improve teaching skills and the academic performance of students.
REGULAR WORK WEEK	The regular work week shall be Monday through Friday unless otherwise indicated in the Agreement. Any change in the regular work week shall require that both parties mutually agree to such change(s) and provide at least 30 calendar days of notification.
SCHOOL CALENDAR	The School Calendar as adopted by the Board will incorporate six paid and nine unpaid holidays into the calendar that will be part of the 196-day contract. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.
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 trend data; reviewing and interpreting data and developing related strategies; and discussing effective instructional strategies.
SENIORITY	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.
SUMMER ENHANCEMENT	A voluntary, District designated program that benefits economically disadvantaged students that occurs during the summer recess. This program is not part of the extended school year program.
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

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

B. Procedures

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

C. Agreement

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

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

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

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

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

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

D. Resolution of Impasse

1. Mediation

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

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

2. Special Master

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

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

1. The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits,

register of certified personnel, tentative budgetary requirements and allocations (including county allocations, Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information, the Union will bear all reasonable expenses.

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

B. Payroll Deduction

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

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

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

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

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

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

C. Union Meetings and Activities

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

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

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

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

D. Union Activities at Work Locations

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

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

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

E. Inter-School Mail

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

F. Time for Union Representatives

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

2. The Board will release employees from duty at the SC/TA's request, providing such release does not adversely affect the delivery of instructional services to students. The SC/TA may allocate those days at their discretion. The SC/TA will reimburse the Board for all released days at the appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.

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

G. E-Mail and Computer Access

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

2. The employer agrees to provide access to a computer and the electronic mail delivery system for the senior Union representative at each worksite.

3. E-mail communications between employees and the Union and/or its building representatives involving Union business will be considered a private communication not subject to Chapter 119, Florida Statutes.
4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified in a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee will not be read by an unintended party without providing such notification to the affected parties.

5. The Union will reimburse the district a sum of $250 per year or the actual costs; whichever is higher.

H. Bulletin Boards

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

I. New Teacher Orientation

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

J. Information from the Board

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

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

K. Parking

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

L. Right to Representation

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

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

3. The Union retains the right to represent all teachers of the bargaining unit consistent with applicable Statutes.

4. The Board agrees to notify both the Union and the teacher of any meeting relative to 1 and 2 above at least 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 1012. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours after the knowledge of the parties of such incident.

M. Committee Appointments

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

N. Exclusivity Clause

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

O. Subcontracting

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

P. Ratification Costs

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

ARTICLE V - TEACHER RIGHTS

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

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

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

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

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

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

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

G.

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

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

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

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

J.

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

2. If a suspension or termination is deemed necessary because of threat of harm or for the teacher's own safety or the safety of others, or for other good reason, he/she shall be suspended with pay until the grievance and arbitration process has been completed and a final decision has been rendered. If an employee is subject to a police investigation and if as a result of that investigation, a probable cause affidavit and subsequent arrest of the employee takes place, he or she will be moved to unpaid leave status retroactive to the date of the arrest. If the charges are dropped or if the teacher is found not guilty of said charges, he or she will be reimbursed for the time in question. The Board reserves the right to temporarily reassign teachers from their

current work assignment during the pendency of the grievance and arbitration process.

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

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

M. Any teacher holding a Continuing Contract or Professional Services Contract will be allowed to exchange his/her contract for an Annual Contract. Such moves will be irrevocable.

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

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

P. The Board will make an official request that social security numbers of employees and former employees be maintained as confidential in accordance with Section 119.07(3)(x)2, Florida Statutes. The Board shall provide the SC/TA with a copy of the requests which are made to such agencies. The Board will also make requests to any additional agency which the SC/TA informs the Board may be in possession of employee social security numbers.

Q. When a teacher is moved to another classroom location on the same campus he or she will be given one compensatory day as compensation for the extra time required to pack his or her belongings and prepare for the move. The teacher will not be expected to move heavy articles. Teachers will be provided boxes for packing and may not be required to box textbooks or school supplies. In cases where a teacher is being asked to prepare for a move into or out of a newly constructed building or one undergoing extensive renovation, he or she will be provided with one additional duty day for such move.

Teachers who are moved to a new cost center or grade level at the five-day count will be afforded two work days without teaching duties to prepare their new classrooms following the move.
Teachers will be given the appropriate award based on their circumstances. Such awards are not additive.

R. No less than 50% of the total time allocated by the school calendar prior to the first day of student attendance will be reserved for teacher-directed planning and/or classroom preparation activities.

S. Other than for district-sponsored health fairs or with consent of the school SDMT, vendors (including those for financial products) will not be permitted in teacher lounges, work rooms, mail rooms and/or copy rooms during the duty day.

T. Beginning in the 2022-23 school year, employees with school aged children that attend district schools which offer the before and/or after school program (regardless of where the employee works), will be allowed to utilize the school's program on a cost-free basis. In the case of non-district run programs, this condition will be included in future contracts between the Board and any outside provider(s).

ARTICLE VI - MANAGEMENT RIGHTS

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

1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof

2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments

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

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

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

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

7. to determine and re-determine job content

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

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

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

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

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

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

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

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

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

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

G. Emergency Situations

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

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

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

H. Reasonable Suspicion Testing

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

   a. Odor of alcohol or marijuana on breath or person
      Possession of alcohol, drugs, or drug paraphernalia on campus
      Reported unexplained fainting or lack of consciousness

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

2. Teachers thought to be under the influence of alcohol will receive a breath analyzer test (BAT) by a certified laboratory agreed to by the parties. Teachers thought to be under the influence of illegal drugs will be given a urine test, testing for specific substances agreed to by the parties. A split sample technique will be utilized in the case of any urine testing.

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

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

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

ARTICLE VIII - FAIR PRACTICES

A. There shall be no discrimination against teachers on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status, political beliefs or activities or sexual orientation.

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

C. Teachers covered by this Agreement shall have the protection of all the rights to which they are entitled by this contract and other applicable laws and statutes.

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

ARTICLE IX - TEACHER DUTY DAY

A. Duty Day

1. The teacher duty day will be 7.5 hours including a one-half hour duty free lunch. Employees paid on the School Psychologist/School Social Worker/Program Specialist Salary Schedule will work an eight (8) hour duty day with a one-half hour duty free lunch.

2. Individual teacher's beginning and ending times may vary due to the nature of the individual school or the individual program within the school.

3. Duty Free Lunch

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

4. Planning Time

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

   The provisions for planning time apply only to teachers with full-time classroom teaching responsibilities.

   a. All non-block high school teachers (except as provided in e, below) shall have at least 425 minutes of planning time a week, of which one class period per week may be reserved for collaborative planning time. All high school teachers will have at least one class period planning period per day scheduled during the student day. One of the weekly collaborative planning sessions per month may be administrator or his or her designee driven.

   b. All block high school teachers shall have at least 525 minutes per week of total planning time, of which one class period per week may be reserved for collaborative planning time. All block-scheduled high

school teachers will have at least one class planning period per day scheduled during the student day. One of the weekly collaborative planning sessions per month may be administrator or his or her designee driven.

c. All middle school teachers shall have at least 425 minutes per week of total planning time, of which 55 minutes may be reserved for collaborative planning. All middle school teachers will have at least one 55-minute planning period per day scheduled during the student day. One of the weekly collaborative planning sessions per month may be administrator or his or her designee driven.

d. All elementary school teachers shall have at least 350 minutes per week of total planning time, of which 55 minutes may be reserved for collaborative planning time. All elementary school teachers will have at least one 55-minute planning period per day scheduled during the student day except as provided below. For Special Area Teachers, the 55-minute planning period must occur within the instructional day (i.e., defined as the time period beginning 15 minutes before and ending duty 15 minutes after the student day). Special area teacher instructional and duty time will not exceed that of the average core academic teacher's time at a given elementary school. One of the weekly collaborative planning sessions per month may be administrator or his or her designee driven. During their collaborative planning sessions, elementary school teachers may be required to attend school-wide support team meetings when discussing students assigned to their class.

e. All Suncoast Technical College teachers to include Career and Technical Education teachers at Suncoast Polytechnic High School, shall have at least 450 minutes per week of total planning time. Clinical or field trip days are excluded from day or weekly planning time allocations. A Career and Technical Education teacher may be assigned courses other than those defined as Career and Technical Education in the State Course Code Directory (CCD) such as Art, as long as those courses are part of a comprehensive sequence of courses that constitute a program area and enrollment in those courses are limited to students in the program. All planning time must occur during the teacher duty day. All other teachers assigned to Suncoast Polytechnical High School shall have planning time as detailed in Article IX, Section A, subsection 4 b (above). One of the weekly collaborative planning sessions per month may be administrator or his or her designee driven.

f. The waiver process for PLC days will no longer exist.

g. Planning schedules may be altered during the FCAT testing window at the discretion of the Principal with the approval of the school's SDMT.

h. Planning time schedules may be altered up to one day per week when the school bell schedule is altered due to participation in state-mandated character education programs. Such alterations will not alter the teacher's daily planning time by more than five minutes.

i. The parties agree to reopen negotiations on collaborative planning during the 2022-23 negotiations. The parties will seek input from those teachers attending the 2022 summer training on collaborative planning/PLCs for input regarding this subject.

5. Teacher Duties

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

B. Multi-Level Schools

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

C. School Improvement Activities

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

D. General Guidelines

1. Teachers agree to meet the requests for assistance or conferences initiated by students or parents that require time outside the regularly prescribed duty day. Such meetings shall be arranged by the teacher at the earliest convenience of the parties involved.

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

3. All teachers shall be provided planning time as outlined in Section A of this article.

4. Reasonable effort will be made to build middle and high school master schedules with no more than three course preparations. This provision will not apply to teachers assigned to the Sarasota Virtual School program. A teacher's participation in activities associated with a state-mandated character education program is exempt from this provision. Teachers will not be expected to create lesson plans for these activities.

5. IEPs will be written, and meetings held during the teacher duty day. It will be the district's responsibility to provide teachers with the necessary time within their duty day. This provision will take effect beginning in the 2022-23 school year.

E. Faculty Meetings

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

1. Two days advance notice is given,

2. There is a prepared agenda,

3. The meeting is directed to substantially all faculty members present, and

4. The subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda,

5. Faculty meetings will be held no more than once a month not to exceed 60 minutes beyond the contract day,

6. Additional faculty meetings may be used to provide the staff with training that may be required by the Superintendent, or which is approved by the school's SDMT.

F. Part-Time Teachers

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

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

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

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

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

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

ARTICLE X - PROFESSIONAL DEVELOPMENT CENTER

A. Function/Purpose

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

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

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

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

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

C. Professional Development Activities

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

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

2. When the Board or Administration determines that involuntary in-service training is necessary, the following criteria shall be employed:

a. A training component including the purposes, type of participants, length of training, type and nature of credit (if any) being offered, specific objectives, and evaluation procedures which shall include pre- and post-assessments shall be developed for in-service education. Participants meeting criteria for mastery on the pre-assessment shall be excused from the mandated training.

b. When possible, at least one alternative training time may be made available for participants.

c. Mandated in-service training will occur only during the normal teacher duty day unless the activity was stipulated as a specific condition of employment prior to the teacher's annual contract.

d. In-service professional improvement activities may be scheduled on professional duty days; however, the Principal and Administration shall reserve one-half day for records keeping by teachers on those professional duty days scheduled at the end of grade reporting periods. Other activities may be scheduled for those teachers who indicate they do not need the one-half day for records keeping.

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

4. Teachers will receive expenses and per diem reimbursement for all required out-of-county approved professional development activities. Teachers attending approved but not required out-of-county professional improvement activities, will also receive expenses and per diem unless otherwise agreed to by the teacher, in advance.

5. In-service points may be translated into credit on the salary schedule under guidelines recommended by the Superintendent and approved by the Board in accordance with the law. If credit is so approved, the type and nature of credit offered shall be determined in advance.

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

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

D. Supervision of Student Teachers and Interns:

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

ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

The parties agree changes may occasionally be necessary to this Article as more information and experience becomes available. As such, the parties have the right to alter the Article by mutual consent during the term of this Agreement. Any such changes will be immediately communicated to the members of the bargaining unit and will be added to the next ratification package for the approval of the parties.

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

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

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

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

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

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

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

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

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

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

Internal Assistance Plan (IAP): A school-based process afforded to Category 1 and 2 teachers to support performance concerns. This process will continue as is, following a teacher's change to a different cost center.

90-Day Performance Probation: The statutory 90-day process initiated after notification of unsatisfactory performance for which unsuccessful completion could lead to termination of a professional services or continuing contract for the criteria noted above. During this 90-day period the district will continue to offer assistance to the teacher in the form of a Performance Improvement Plan (PIP). This process will continue as is, following a teacher's change to a different cost center.

General Rules

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

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

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

4. No transfer or layoff will be made solely on the basis of student learning gain data until all appropriate subject area assessments have been implemented.

5. Any teacher placed on the 90-day performance probation described herein which could lead to his or her non-renewal or termination may request the superintendent or his or her designee to review his or her class list for the coming year for equity of the teaching assignment.

6. Teachers currently on a PIP will follow the process described herein.

7. While an assistant principal may conduct additional observations of a teacher on an IAP or PIP, the principal will complete the formal observations prior to each IAP or PIP meeting and will evaluate any teacher on an IAP or PIP including any teacher who has refused assistance through an IAP or PIP process.

8. The PRIDE portion of the evaluation(s) will be completed at least two weeks prior to the last day of student attendance.

A. Sarasota County Induction Program (SCIP)

1. All first year Category 1 teachers or teachers possessing a probationary contract will be assigned a SCIP Mentor and complete the full year SCIP.

2. Re-hired Sarasota teachers who have more than five years of service with the School Board of Sarasota County and who have worked for the district within the past three years may be exempt from requirements of the SCIP program.

3. Any teacher who changes school, grade level or content area in the second year of employment may be designated as a Year 2 SCIP (Y2 SCIP), and be afforded a SCIP Mentor for the half year SCIP.

B. Teacher Evaluation System (TES)

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

1. Category 1 Teachers, First Year Teachers

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

a. All probationary contract teachers will be considered to be in Category 1 of the TES.

b. Prior to the first PRIDE observation, the teacher shall be familiarized with TES.

c. Category 1 teachers will be evaluated based on multiple observations of varying lengths throughout the school year including at least one full class period or a complete lesson. As a follow up to these observations, a face-to-face conference will take place each semester (twice yearly.) The conference will provide feedback as to the status of each PRIDE competency.

d. The approved observation and evaluation form(s) for Category 1 teachers will be in Appendix D.

e. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated twice yearly.

f. During the first 20 work days from a teacher's hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the PRIDE Observation (Short Form).

g. If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation or an additional PRIDE observation to determine if action is warranted.

h. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.

i. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the probationary contract year, assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination.

The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The Union will receive a copy of the notification letter with an invitation to participate and represent the teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP notification letter. The principal will share concerns and determine school-based staff to provide support for the teacher. This process will continue until such time as a final determination is made but no less than four weeks from the inception of the IAP process.

j. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP or terminated during the probationary year.

k. Outcome of the PRIDE Final Evaluation

(1) A Category 1 teacher who received assistance through an IAP and receives an Unsatisfactory or a Developing will be non-renewed.

(2) A Category 1 teacher who receives an Effective or Highly Effective score on PRIDE will become a Category 2 teacher.

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

2. Category 2, Annual Contract (AC) Teachers

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

a. All annual contract teachers will be considered to be in Category 2 of the TES.

b. Prior to the PRIDE observation, the teacher shall be familiarized with the TES.

c. Category 2 teachers will be evaluated annually based on multiple observations of varying length throughout the school year including at least one full class period or a complete lesson. As a follow up to these observations, a face-to-face conference will take place each semester (twice yearly). The conference will provide feedback as to the status of each PRIDE competency.

d. If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation or an additional PRIDE observation to determine if action is warranted.

e. If an administrator has documented performance concerns regarding a Category 2 teacher, that teacher will be afforded assistance through the IAP/PIP process for a minimum of four months prior to the PRIDE portion of the TES.

f. A Category 2 teacher will not receive a score of Developing/Needs Improvement on the PRIDE portion of the TES, without previously being on an IAP/PIP.

g. A Category 2 teacher will not receive a score of Unsatisfactory on the PRIDE portion of the TES without previously being on a PIP.

h. Criteria for initiating an Internal Assistance Plan (IAP)
(1) A PRIDE Rubric Checklist score indicating the possibility of a Developing/Needs Improvement on the PRIDE portion of the TES.

i. Criteria for initiating a Performance Improvement Plan (PIP)

(1) A PRIDE Rubric Checklist score indicating the possibility of a "U" on the PRIDE portion of the TES

(2) First TES Developing/Needs Improvement

(3) First TES Unsatisfactory

j. Outcome of the TES Evaluations

(1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract renewed.

(2) A teacher receiving a first TES evaluation of Developing/Needs Improvement score will have his or her contract renewed and will be offered assistance through a PIP.

(3) A teacher receiving a second TES evaluation of Developing/Needs Improvement will have his or her contract renewed and will continue on a PIP.

(4) A teacher receiving a first TES evaluation of Unsatisfactory will have his or her contract renewed and will be offered assistance through a PIP.

(5) A teacher on an IAP or PIP receiving a TES of effective or highly effective will no longer receive assistance.

(6) A Category 2 teacher who receives two consecutive Unsatisfactory annual TES evaluations, two Unsatisfactory annual TES evaluations within a three year period, or three consecutive annual TES evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory may not be renewed.

k. Other than for procedural error, the evaluation or non-renewal of a Category 2 teacher for competency is not subject to the grievance and arbitration process.

3. Category 3, PSC and CC Teachers

a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.

b. Prior to the PRIDE observation, the teacher shall be familiarized with the TES.

c. Category 3 teachers will be evaluated annually based on multiple observations of varying length throughout the school year including at least one full class period or a complete lesson. As follow up to these observations, a face-to-face conference will take place each semester (twice yearly). The conference will provide feedback as to the status of each PRIDE competency.

d. If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation or an additional PRIDE observation to determine if action is warranted.

e. If an administrator has documented performance concerns regarding a Category 3 teacher, the teacher will be afforded assistance through the PIP process for a minimum of four months prior to the PRIDE portion of the TES.

f. A Category 3 teacher will not receive a score of Needs Improvement on the PRIDE portion of TES without receiving a minimum of four months on assistance through a PIP.

g. A Category 3 teacher will not receive a score of Unsatisfactory on the PRIDE portion of TES without previously receiving a minimum of four months of assistance through a PIP and receiving a TES Needs Improvement.

h. Criteria for initiating a Performance Improvement Plan (PIP)

(1) A PRIDE Rubric Checklist score indicating the possibility of a Needs Improvement on the PRIDE portion of the TES.

(2) TES Needs Improvement

The teacher will have the opportunity to provide input into the interventions specified in his or her PIP. A teacher's decision to refuse a PIP may not be rescinded until the following school year. A teacher refusing a PIP waives the time and notification requirement provided herein.

i. Outcome of TES Evaluation

(1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract renewed.

(2) A teacher receiving a first TES evaluation of Needs Improvement score on the TES will have his or her contract renewed and a PIP is initiated.

(3) A teacher receiving a second TES evaluation of Needs Improvement will have his or her contract renewed and continue on a PIP. Should the teacher receive a Needs Improvement or Unsatisfactory on the PRIDE rubric at the mid-year conference of the following school year, a 90-day performance probation shall be initiated.

(4) A teacher receiving a first TES evaluation of Unsatisfactory will have his or her contract renewed and continue on a PIP. Should the teacher receive a Needs Improvement or Unsatisfactory on the PRIDE rubric at the mid-year conference of the following school year, a 90-day performance probation shall be initiated.

(5) A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory, Needs Improvement, Effective or Highly Effective score on the PRIDE will have his or her contract held in abeyance until the student growth portion is completed and the TES final evaluation is determined.

(6) A teacher receiving a second "U", a third "NI", or a combination of "NI" and "U" on the TES within a three-year period may be terminated.

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

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

l. Other than for procedural error, the initial evaluation of a Category 3 teacher is not subject to the grievance and arbitration process. All other procedures outlined in this section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.

C. Value Added/Student Learning Gain Data

Methodology:

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

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

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

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

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

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

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

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

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

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

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

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

D. Evaluation Responsibilities

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

E. Copies of the Evaluation Report

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

F. Meetings

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

ARTICLE XII - TEACHER CONTRACTS

A. Category 1 Teachers, Probationary Contracts (PC)

All newly hired or re-hired former teachers will be placed on a probationary contract for a period of one full calendar year from their effective date of hire. Teachers may not be offered a subsequent probationary contract unless he or she had a break in service.

B. Category 2 Teachers, Annual Contracts (AC) teachers experiencing performance difficulties will be provided assistance as detailed elsewhere in the Agreement.

Reappointment:

If the employee has successfully completed his/her probationary contract and at least two annual contracts consecutively with the District, the Principal shall recommend to the Superintendent, that the employee be issued another annual contract to teach a position requiring the same certification as he/she was most recently using, if he/she:

1. Holds an active professional certificate or temporary certificate in a content area issued pursuant to s.1012.56 and rules of the State Board of Education.

2. Received a rating of effective or highly effective on his/her current PRIDE evaluation.

3. Has not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s.1012.34.

C. Category 3, Continuing Contract (CC)

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

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

D. Category 3, Professional Service Contract (PSC)

1. Any teacher possessing a PSC prior to July 1, 2011 shall be entitled to retain such contract and all rights arising there from unless the teacher voluntarily relinquishes his or her PSC.

2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Section 1012.34, will be afforded a 90-day performance probation process prior to any determination of just cause.

E. Contract Conversion

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

F. JROTC Contracts

JROTC instructor contracts will be written as 10-month Instructional contracts but will include a provision to address summer JROTC programs. For the compensation levels addressed in Appendix A, Implementation

Number 4, each JROTC program will be required to support and maintain a viable, high quality JROTC program (a minimum Unit rating of Satisfactory) as defined by the parent Service. As a minimum, each program will include the number of events required by the parent Service to achieve a "Satisfactory" rating as reported via applicable unit reports (UNITREP). A list of minimum number of events, by category, shall be developed and signed by the Principal and the senior ROTC staff member at the beginning of each school year.

G. STC Staff

All members of the Instructional Bargaining Unit assigned to the Suncoast Technical College (STC) will hold either 10-month, 11-month, or 12-month contract status. STC employees moving to another worksite or those affected by a legitimate change in the needs of the program will revert to 10-month contract status unless their new position requires a longer contract period. Specifically, STC Instructional employees will not possess a property right to another program of shorter duration within STC.

H. ESOL

All newly hired teachers (those hired and appointed after June 30, 2004) must meet the ESOL training requirements described in State Board Rule 6A-6.0907 and the 1990 META/DOE Consent Decree within specified timelines (presently set by the State of Florida at five years). The Board will offer the required ESOL course work to its employees via on-line courses. The Board will remind teachers of this requirement on a yearly basis on the district's Annual Teachers Contract.

I. Out-of-Field Teachers

1. All annual contract teachers who are listed as out-of-field due to lacking a required endorsement or certification will (if above criteria for reappointment is met) be offered a contract contingent upon providing evidence of successful completion of:

    a. If placed before or during the first semester, six (6) semester hours or its equivalent, in the out-of-field area by June 30th of the current contract year.

    b. If placed during the second semester, six (6) semester hours or its equivalent, in the out-of-field area within twelve (12) months of placement.

    c. Beginning with the second AC (including partial year ACs) and all subsequent years, six (6) semester hours or its equivalent, in the out-of-field area during each contract year (July 1 – June 30). Hours earned under subparagraphs (a) and (b) above may be used to satisfy this provision.

    Any teacher who fails to provide proof of the requirements listed above may not have their annual contract renewed.

J. Certification

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

K. Minimum Certification Requirements

1. ESE: The district will apply the core subject requirement mandated by the State of Florida for ESE classroom teachers to those teachers holding the position of behavior specialist or ESE Liaison. The district may apply additional core areas at their discretion which are not mandated by the State. In the case of a behavior specialist or ESE Liaison that works in mixed elementary/secondary settings, a core subject as defined by the district in either area will suffice.

2. Elementary and Middle Grades PE: PE certification for elementary or middle grades PE classes is required. This requirement will not apply to PE aides working under the direction of a PE teacher.

3. Dance: Dance K-12 certification is required for teachers of Dance classes at all levels.

4. Introduction to Computers, Elementary and Middle Grades: Elementary Education certification (PreK-Primary or Elementary Education K-6) is required for teachers of elementary level Introduction to Computers Tech Education courses. Teachers of middle grade level courses will possess either Tech Education, Business Education or Computer Science certification.

5. These modifications to the requirements specified under the Course Code Directory will continue in effect until such time modified by the parties.

6. Drama: Any teacher placed into a high school Drama vacancy will hold Drama certification.

7. In the event a fully certified teacher as described herein cannot be secured, the district retains the right to hire an out-of-field teacher for the remainder of the school year with the understanding that he or she will become fully certified in the subject area in question by the established timeframes of the district.

ARTICLE XIII - SELECTION/LATERAL TRANSFERS/PROMOTION

A. Voluntary Lateral Transfers

1. Lateral transfers of Instructional staff will not be allowed within the time period from four weeks prior to the first day of school attendance for students until the end of the current school year, unless mutually agreed to by the parties, as long as instructional staff have had at least six weeks to transfer based on the first instructional postings following the budget/surplus process; otherwise, the time period for transfers will be two weeks prior to the first day of school attendance for students. All position vacancies will be on the district's website. Positions filled after that time shall be filled on a temporary basis and will be filled in accordance with those procedures outlined in A2 below, if the position is still required. The parties agree to reopen this section during the 2022-23 negotiations. This language will revert to its former content if the parties fail to reach agreement on this section by the end of the 2022-23 school year negotiations.

2. All positions created or vacancies filled during the school year and which will be in existence in the coming school year will be posted for currently employed teachers requesting transfer. Wherever possible, these positions will be filled with existing teachers before the conclusion of the prior school year for placement for the coming school year using those procedures outlined in Sections B and C, below. Existing Instructional staff members are encouraged to apply for voluntary lateral transfer during the school year as position vacancies are posted. However, all such transfers will be postponed until after the end of the current school year unless mutually agreed to by the parties as described above. Those teachers presently holding the position in question who hold an annual contract will be considered surplussed at the conclusion of the school year. Any such position not filled with voluntary transfer applicants at this point will be posted countywide and filled as described below.

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

4. Any teacher desiring a transfer may apply provided he/she has the qualifications and certification required for the position. All transfer applicants who possess the qualifications and certification for the position in question will receive an interview. Before a non-district candidate may be hired without the appropriate gifted

or reading endorsement, a teacher who is fully certified in the appropriate subject area but lacks the appropriate gifted or reading endorsement will be considered to be a qualified applicant for such a position vacancy. Any teacher without a required endorsement who accepts a position requiring an endorsement agrees he/she will pursue said endorsement by taking a minimum of six semester hours (or equivalent) each school year until the endorsement is awarded. Documentation of these six (6) hours must be provided at least two (2) weeks prior to the district staffing process. Documentation may include registration in the spring term to be followed up with official proof of a passing grade. Failure to complete these requirements will result in the teacher taking part in the staffing adjustment process as outlined in Article XIV.

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

6. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no less than five working days, prior to the closing date for applications, unless mutually agreed to by the parties. All positions will be publicly posted for five working days. In the period from ten days prior to the first day of school, all postings will be of three days duration.

7. Employees will be afforded temporary duty elsewhere for up to three times per school year to interview for transfer or promotion to another position within the school district. Additional time off for interviews will be charged time off. The employee will give his/her present administrator at least 24 hours advanced notice of any such interview.

B. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the district; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In cost centers which have had an approved shared decision making model of governance, the following procedures for selection and lateral transfer of staff will apply unless a waiver of this section has been granted by the parties to this Agreement.

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

   a. follow a recommended set of minimum qualifications, including certification, to be utilized in any posting of a staff vacancy in the cost center set forth by Human Resources.

   b. establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy;

   c. establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy; and

   d. based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.

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

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

C. Involuntary Reassignment within a School

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

D. Staffing Adjustments Between Schools or Cost Centers

1. When a school or cost center has been identified as possessing an excess number of teachers in a given program area, those teachers will be identified and placed according to those procedures outlined in Article XIV, below.

2. Whenever a relative in the same cost center as another is promoted or transferred to an administrative position, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers to another position. The teacher will be placed in a manner described in Article XIV of the Agreement. Specifically, no two relatives shall be allowed to remain in the same cost center if one of the individuals is an administrator. A person cannot be Board appointed into a position that violates the nepotism policy.

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

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

3. When a program or school is closed or a class or group of classes moved intact from one worksite to another, the teachers in that program or class will be afforded the opportunity to:

   a. move with their former class or program with no right-to-recall,

   b. the provisions of Article XIV will apply

E. Opening New Schools

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

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

2. Countywide Posting

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

a. Shared Decision Making

The remaining positions at the new school will be posted and filled in accordance with those procedures outlined in Section B, above.

3. Surplus Staff

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

F. Vacancies

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

G. Promotions

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

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

ARTICLE XIV – STAFFING ADJUSTMENT/REDUCTION IN FORCE

A. School Board Rights

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

B. Definition

A Reduction In Force (RIF) will be said to exist when the number of personnel within any given job or salary classification exceeds the number of positions in the Instructional Bargaining Unit and the district determines it needs to employ fewer teachers.

C. Procedures

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

2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the appropriate certification (where required by the State) except as specified below. They will also be considered to be qualified for any position presently held by an uncertified teacher and for all positions that do not require specific certification. In the case of a high school AP, IB, or AICE program, the teacher must have completed the required training in order to be considered qualified. Teachers lacking said training may be placed in accordance with the language specified in C(8)b below.

3. Seniority – Seniority will be defined as time since effective date of hire in the Instructional Bargaining Unit, with the exception that a teacher on a leave of absence who does not work more than one day more than one half of a school year will not be granted seniority for the year in question. Seniority for surplussing and placement purposes will be determined as of March 1 in any given school year. Seniority will encompass all

cost centers in system-wide fashion but will only include time the teacher was a member of the Instructional Bargaining Unit. A teacher who had previous employment in the Classified Bargaining Unit and who did not break service with the School Board of Sarasota County, will retain his/her seniority in the Classified Bargaining Unit in case he/she has been laid off from his/her Instructional position. Such time, however, will not count towards seniority in the Instructional Bargaining Unit. A teacher who transferred to the Classified Bargaining Unit and then returned to the Instructional Bargaining Unit will retain all prior Instructional Bargaining Unit time(s) for seniority purposes, provided that no break in service to the School District occurred.

4. Date of Hire - The most recent effective starting date as designated by School Board action in appointing a given teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment (identical hire dates), the following processes will be used during staffing:

    a. If the identical hire dates are prior to January 1, 2009, the tie-breaker will be the application dates. If the application dates are identical, the tire-breaker will be the time stamp on the applications. If the time stamps are identical, a coin toss will be used to break the tie.

    b. If the identical hire dates occur on or after January 1, 2009, the tie-breaker will be the recommend date. If the recommend dates are identical, the tie-breaker will be the original application date. If the original application dates are identical, a coin toss will be used to break the tie.

5. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn seniority placement within the unit at that time. Administrators returning to the bargaining unit will be placed into vacancies following those procedures described below, only after all surplussed teachers have been placed. Administrators returning to the bargaining unit will forfeit all prior bargaining unit seniority.

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

7. Staffing Adjustment

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

    b. The teacher(s) to be surplussed at each cost center will be the least senior at that cost center currently working within the area of certification of the position(s) to be eliminated; provided however, that a teacher who has had his/her position eliminated may elect to remain at that cost center should he/she possess more seniority than a teacher at that cost center in an alternate area of the first teacher's certification. In such a case the teacher possessing the least seniority in the alternative certification area at that cost center will be surplussed. A teacher whose position has been eliminated must be given the opportunity to elect to remain at his/her cost center in an alternative area of certification, and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the Human Resources Office. Should a teacher elect to drop a certification area during the school year, their alternative certification will not be considered for this procedure.

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

d. Teachers on a Performance Improvement Plan (PIP) shall not be allowed to voluntarily surplus him or herself more than once in a career unless both parties agree.

8. Placement

a. Teachers will express their placement preferences for the vacant positions in rank order. The district will convene a group interview where all the principals with vacancies in the certification area of surplussed teachers can interview, on a one-by-one basis, those surplussed teachers who have expressed interest in teaching at that work site. Following the group interview, the surplussed teachers will be matched up to the desired school to the greatest extent possible by taking into account equally, the ranking of both the teacher and the principal.

Teachers remaining unplaced following this process will be placed by the Human Resources Department into vacant positions based on the teacher's expressed preferences until the vacancy pool is exhausted in that certification area. A teacher's preference for North or South County will be honored as long as vacant positions exist in the selected geographic and certification areas.

Should there be no vacancy for a surpluseed teacher in their area of certification, a lay off condition will exist.

b. All teachers placed in an out-of-field placement will agree to such placement in writing and agree to complete the required course requirements set by the State on a year-to-year basis. A teacher who complies with these requirements will be considered in-field for placement purposes in future years as long as State requirements are met. Any out-of-field teacher who fails to comply with the required course requirement will be surplussed from the positions in the subsequent placement process.

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

d. During certain school years, a beginning of the school year staffing process may be required following an initial student count. Positions filled during this process which were never posted county-wide for right-to-recall, will be posted during the school year for right-to-recall for the following school year.

e. In the case of STC positions requiring either business education certification of practical vocational business experience, the following rules will apply:

(1) Teachers must process at least two years of direct work experience or teaching experience in the subject area in order to be considered "qualified" for a business education position.

(2) In determining which business education teacher is surplussed from a given worksite, the above rule will apply in concert with the rule specified in Section 7 (b), above.

f. During the placement process, full-time employees will be placed into full-time positions and .6 employees will be placed into .6 vacancies to the greatest extent possible. In the event that a full-time position is not available for a full-time employee, the least senior full-time employee will be placed in a .6 position. In the event that a .6 position is not available for a .6 employee it will be the most senior surplussed

.6 employee within that pay grade who will be offered the full-time position first and so on until all the .6 employees are placed.

9. Return to Former Placement

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

10. Lay off (Reduction in Force)

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

When a teacher is to be laid off, those teachers in the affected program area with the lowest most recent performance valuation in the program must be released first. Performance evaluation is defined by Section 1012.34 F.S. In the event of a tie, the most recent PRIDE evaluation will be utilized. The teacher facing layoff and who hold multiple certifications would be afforded the opportunity to switch to an alternative area of certification held by the teacher if a vacancy exists in that area of certification.

Teachers without positions for the following school year will be considered temporarily unassigned. Such teachers will be issued binders, will continue to receive benefits, and will not be considered to have broken service with the district up until five days following the 5-day count. Teachers remaining unassigned after that time will be considered in a RIF situation with the district.

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

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

ARTICLE XV - RECALL

A. Recall Order

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

B. New Teachers

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

C. Recall Process

A laid off teacher will be given by registered mail ten working days notice of recall. He/she shall inform the Board of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be deemed to have voluntarily resigned from employment by the Board. It is the teacher's responsibility to keep the

Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in the following order:

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

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

3. Teachers returning to .6 or to full-time following an involuntary move from their former work schedule.

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

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

6. Voluntary transfer of teachers.

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

D. Layoff Period

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

E. Leaves

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

F. Certification

Employees are not required to accept positions for which they are not certified, and the Board incurs no obligation to offer such positions to employees. Teachers who hold more than one certification shall be entitled to positions other than the one for which they are laid off, subject to lay off criteria.

ARTICLE XVI - NON-TEACHING DUTIES

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

1. Lunchroom supervision during the duty-free lunch period.

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

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

4. Teachers shall not collect lunch monies.

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

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

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

1. The teacher is not in a duty status.

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

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

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

ARTICLE XVII - PERSONNEL RECORD

A. Maintenance

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

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

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

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

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

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

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

State Public Documents Statutes.

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

B. Complaints

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

ARTICLE XVIII - MAINTENANCE OF CLASSROOM DISCIPLINE

A. General Responsibility

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

1. Establish classroom rules of conduct.

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

3. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.

4. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.

5 Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.

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

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

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

9. Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.

10. Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

11. Set and enforce reasonable classroom rules that treat all students equitably.

12. Seek professional development to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions.

13. Maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption.

14. Work with parents and other school personnel to solve discipline problems in their classrooms.

B. Student Discipline

1. A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under s.1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

2. A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

3. If a teacher removes a student from class under subsection (2), the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program as provided by s.1003.53; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established under subsection (C) determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student form the classroom.

C. Student Placement Committee

1. Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. A school principal must notify each teacher in that school about the availability, the procedures, and the criteria for the placement review committee as outlined in this section.

2. Placement review committee membership must include at least the following:

   a. Two teachers, one selected by the school's faculty and one selected by the teacher who has removed the student.

   b. One member from the school's staff who is selected by the principal. The teacher who withheld consent to readmitting the student may not serve on the committee. The teacher and the placement review committee must render decisions within 5 days after the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.

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

E. Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of s.1006.13. Each district school superintendent and each school principal shall fully support good faith reporting in accordance with the provisions of this subsection and s.1006.13. Any person who makes a report required by this subsection in good faith shall be immune from civil or criminal liability for making the report.

F. When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

G. School Center Disciplinary Procedures

1. Approved School Disciplinary Policy

A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Rules, and Administrative regulations, shall be developed in each school center. Such procedure shall be formulated in conjunction with the Shared Decision Making Team.

2 Discipline Referral Form

The adopted standardized student discipline referral form (available in the forms repository in Sharepoint) shall provide space for the referring party to note observations and to request specific action on the part of the administrator. All discipline referral forms will be returned to the referring teacher within the next two school days following submission to the Principal stating the status of the pending or final action taken by the Principal or his/her designee. The teacher will be provided with written notification of the final disposition of the case within two school days of the final disposition.

3. Right of Appeal

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

ARTICLE XIX - EVALUATION OF STUDENTS

A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the terms of the grading regulations of the Sarasota County School system. All mid-term grades must be entered in the electronic grade book no later than 5 weeks after the beginning of the quarter.

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

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

1. the grade or evaluation stands, or

2. the grade or evaluation goes to review

D. Review Panel

1. Review shall be by a panel consisting of:

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

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

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

2. The Review Panel shall investigate the challenge and render a binding judgment.

ARTICLE XX - TEACHER ASSIGNMENT AND TRAVEL

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

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

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

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

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

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

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

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

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

2. Environmental bus;

3. Alternate Education buses;

4. Carefree Learner bus supporting Sarasota High School;

5. Marine Biology bus assigned to Pine View; and

6. Sailor Circus.

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

J. Alternative Education

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

K. Substitute Teachers

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

2. Should the Administration be unable to secure a substitute teacher, the Administration will seek volunteers among the remaining teachers to teach the absent teacher's class during his or her planning period. That teacher will receive an equal number of hours of paid time, rounded up to the nearest hour for the lost planning time.

3. Teachers instructing an extra class period will be compensated at their normal hourly rate for the extra time involved. Teachers absorbing students from an absent teacher's classroom will be compensated at a rate of $150.00 per day. In the case where students are split among more than one teacher's classroom, the $150.00 will be proportionately divided by the number of teachers absorbing the students for the full day. Volunteers will be sought among eligible teachers. This option is only available for full day teacher absences when a sub cannot be secured and must be approved by administration for that day. Teachers will be responsible for processing the appropriate documentation to receive compensation.

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

ARTICLE XXI - PAID LEAVES OF ABSENCE

A. Categories of Paid Leaves

1. Sick Leave

a. Sicknesses or Death

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

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

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

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

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

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

3. Leave for Union Officers

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

4. Temporary Duty Days

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

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

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

5. Civic Duties

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

6. Leave for Legal Commitments and Transactions

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

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

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

7. 12-month Teachers

   a. Effective with the 1985/86 school year, those teachers already teaching 240 days shall be considered 12 month personnel as defined by the school calendar.

   b. Teachers on 12-month contracts will accrue and utilize leave in accordance with the provisions of the Classified Bargaining Agreement, Article XVII – Paid Leaves, G. 12-month Employees. Such leave may be denied for good cause. Legitimate student need constitutes good cause.

   c. The normal teacher work year will be 196 days. Additional duty days may be assigned on a yearly basis. 11-month teachers will earn one non-duty day each year, which will not be cumulative.

B. Procedures

1. Requests

   All requests for a leave of absence for Union officers or for sabbatical leave or for a return to duty following one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick leave, illness-in-the-line-of-duty, temporary duty days, civic duties, legal transactions, and vacation will be submitted to the cost center head. Under normal circumstances the deadline for applying for an extended

(i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1st of each year. Teachers on extended paid leave shall notify the Department of Human Resources on or before March 1 of their intent for the coming year.

2. Experience Credit

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

3. Insurance Continuation

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

4. Retirement Credit

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

5. Return to Duty

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

6. Transferring in of Sick Leave

   The transferring in of sick leave is not allowed.

7. Sick Leave Payoff Cap

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

8. Verification of Reasons for Leave

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

9. Funds for Expenses

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

ARTICLE XXII - UNPAID LEAVES OF ABSENCE

A. Categories of Unpaid Leaves

1. Study/Professional Improvement Leave

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

Such leave may be authorized for:

a. engaging in study at an accredited university;

b. full-time participation in a federally sponsored Peace Corps;

c. full-time teaching in foreign or military programs;

d. cultural travel or work program related to his/her professional responsibilities;

e. participating in exchange teaching programs in other School Districts, states, territories or countries; or

f. serving as a full-time, paid officer or staff of an education association.

2. Medical Leave

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

Upon return from leave, the building principal or cost center head shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal or cost center head within five work days following the employee's return from leave. In the case of unpaid medical leave, such documentation must include a note from the treating physician as to the need to miss work (in compliance with HIPAA regulations) and the duration of such need.

3. Worker's Compensation

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

4. Political Leave

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

5. Family and Medical Leave Act (FMLA) Leave

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

6. Maternity Leave

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

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

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

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

7. Child Care Leave

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

8. Personal Leave

   A teacher will be granted a personal leave of absence for any reason, for a period of one school year or in the case of an emergency for the remainder of a given school year. Notwithstanding any other provision of this Article, other than in case of emergency, all requests for personal leave must be made on or before April 15th of the preceding school year. A teacher will be granted only one personal leave of absence in any three-year period. During the time the teacher is on an unpaid personal leave of absence the teacher may not enter similar or related employment during his/her leaves without express written permission of the Board. Violation of the provision pertaining to seeking related employment will constitute grounds for termination of employment.

9. Military Leave

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

10. Charter School Leave

A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon application. The application must be submitted to Human Resources by April 15th of each year.

B. Procedures:

1. Requests

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

2. Duration of Leave

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

3. Experience Credit

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

4. Insurance Continuation

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

5. Retirement Credit

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

6. Return to Duty

a. Normal Return to Duty during a School Year

(1) Leaves of 12 Weeks or Less Duration

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

(2) Leaves Exceeding 12 Weeks

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

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

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

c. Premature Return to Duty

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

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

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

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

d. Return from FMLA Leave

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

ARTICLE XXIII- GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is a teacher, a group of teachers, or the Union filing a grievance.

2. The Union retains the right to file a grievance on any misapplication of this Agreement or practices and policies affecting the terms or conditions of employment.

3. A "grievance" is an allegation by the grievant that he/she has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this Agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed

Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee, will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.

2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the Informal level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Associate Superintendent, Chief or his/her designee no later than ten working days after the response was received at the Informal level. The Associate Superintendent, Chief or his/her designee shall submit his/her written response to the Step One grievance no later than ten working days following the Step One meeting.

3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance in Step One, he/she may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step One. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Two meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.

4. Step Three (optional): Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Two written decision. The mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either party.

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

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. A teacher may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

   a. the adjustment is not inconsistent with the terms of this Agreement, and

   b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

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

automatically extend the time limits equal to the number of days of such absence.

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

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

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

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

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

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

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

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

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

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

13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties. When an individual who is not being represented by the Union in the arbitration is the party in the grievance, the individual will bear the responsibility of half of the costs.

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

proposed termination of his/her employment, and requests arbitration following a step two determination, this shall waive the teacher's right to contest the proposed termination before the Division of Administrative Hearings (DOAH) of the School Board.

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

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

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

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

ARTICLE XXIV – SHARED DECISION-MAKING

A. Organizational Structures

1. School Site Management

a. Each school cost center shall determine the organization and structure of its decision making team, consistent with the requirements of Statute and the provisions of this Agreement.
b. Under the provisions of Shared Decision Making/School Based Management, the following shall apply:

(1) Each site organizational plan shall include the:

(a) scope of planning and decision making,

(b) process for providing input to the SDMT,

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

(d) procedures for amending the plan,

(e) annual review and evaluation.

(f) The makeup of the SDMT will be representative of current staffing of the cost center in question.

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

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

B. Scope of Responsibilities

1. Non-School/Site Responsibilities

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

2. District Responsibilities

   Board policy
   capital improvement
   central budget
   central purchasing
   comprehensive district wide planning
   curriculum/content
   district wide curriculum (e.g. AIDS ed.)
   data processing
   ESE program definition
   facilities
   food services
   maintenance
   personnel selection for district employment
   assignment of site administrators
   research and evaluation
   district staff development
   state adopted materials
   transportation
   utilities

3. School/Site Responsibilities

   educational supplies and materials
   extracurricular activities
   instructional techniques consistent with curriculum guidelines
   site budget
   staff development
   site personnel selection (input on the assignment of district personnel to site, except where specified elsewhere in this Agreement)
   strategic planning

C. SDM Support Systems

1. Responsibilities of the School District

   a. Provide technical assistance and support to site teams.

   b. Provide for training, if needed, 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.

c. 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.

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 affected staff. The vote shall be by secret ballot through a process approved by the SDMT. The vote must be certified by the principal and the SDMT chairperson.

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

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

f. Waivers must be renewed annually.

ARTICLE XXV - DISCIPLINARY ACTIONS

A. Scope of Article

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

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

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

B. Disciplinary action shall be governed by applicable Statutes.

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

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

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

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

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

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

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

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

a. Verbal reprimand. (Written notation placed in site file.)

b. Written reprimand filed in personnel and site files.

c. Suspension with or without pay.

d. Dismissal.

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

J. Letters of reprimand may be removed from a teacher's official personnel file after a period of two years.

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

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 notify his or her principal of his or her intentions will be considered to have abandoned his or her job and may be terminated.

ARTICLE XXVI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

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

B. An employee who terminates for retirement purposes under the Florida Retirement System (FRS) shall be considered a retired employee if he or she meets the age and service requirements to qualify for normal or early retirement as set forth in Section 121.021 (29) of Florida Statutes.

ARTICLE XXVII - LOCAL RELATIONSHIPS

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

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

ARTICLE XXVIII - SALARIES

A. Grandfathered Salary Schedule

Grandfathered teachers are those teachers who hold a continuing or professional services contract (tenure). Any teacher who hold continuing or professional services contract status retains the right to remain on the Grandfathered Salary Schedule. The Grandfathered Salary Schedule will be those schedules found in the 2017-18 Instructional Bargaining Unit Agreement and as subsequently modified herein and in the future. Any teacher may elect to move to the Performance Salary Schedule by agreeing, in writing, to permanently surrender his or her continuing or professional services contract pursuant to Chapter 1012.22, Florida Statutes. In so doing, the teacher permanently forfeits his or her right to return to the grandfathered status.

Grandfathered teachers will be paid in a manner consistent with how Performance Salary Schedule teachers are paid as outlined below.

Each teacher will receive an automatic 0.5% retention adjustment on July 1st of any school year for the prior years' service. Service of one day more than one half of the work year constitutes a year of service.

2024-2025 Salary Computation:

A grandfathered teacher will receive an across-the-board increase of 2.5% plus an additional $1,200 to be added to the teacher's base pay. These amounts will automatically carry over into future years. The 2.5% increase is in addition to the .5% retention adjustment for the prior years' service where applicable.

A one-time supplement will be paid to teachers who did not reach an overall 5% increase (including the 0.5% retention increase and the performance pay). The amount will be pensionable but will not recur into future years.

2025-2026 Salary Computation:

A grandfathered teacher will receive an across-the-board increase of 3% plus an additional $1,200 to be added to the teacher's base pay. These amounts will automatically carry over into future years. The 3% increase includes the .5% retention adjustment for the prior years' service where applicable.

A one-time supplement will be paid to teachers who did not reach an overall 5% increase (including the 0.5% retention increase and the performance pay). The amount will be pensionable but will not recur into future years.

Teachers whose base daily rate exceeds $600.00 per day will no longer have the negotiated across-the-board increase each year added to their base pay. Base daily rate does NOT include educational supplements or any other supplemental pay. The $600.00 daily rate will be revisited as part of the normal bargaining process. The

daily rate is based on a 7.5-hour duty day, teachers working a longer duty day will have that amount adjusted accordingly.

Teachers earning over the then current daily rate will receive all other negotiated increases in a manner consistent with other teachers and will have the amount he or she would have received in the across-the-board increase as a one-time pensionable supplement.

Supplements

1. Education Supplement

   Teachers on the Grandfathered Salary Schedule are eligible to receive an annual education supplement upon conferral of an advanced degree and who have not received salary credit for that same degree on the former pay scale, as described below:

MA or Specialist	$5,000.00 ($5,000 over BA)
Doctorate	$10,000.00 ($5,000 over MA)

   In addition to the MA and Doctorate education supplements, those teachers with a BA+30 will receive an additional education supplement of $2,500 for earning a Master's degree and those with MA+45 at the time of the move will receive an additional education supplement of $2,500 for earning a Doctorate degree. For payroll purposes, these education supplements will be separated from the base salary.

   All grandfathered teachers hired before July 1, 2011 will be given until June 30, 2020 to attain an advanced degree or BA+30 or MA+45 and move laterally across the grandfathered salary schedule based on their step at the end of the 2016-17 year. These parties explicitly agree that this provision does not extend to other provisions of the contract beyond June 30, 2019.

   Except as noted above, in order to qualify for the education supplement, the advanced degree must be earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of certification which led to the advanced degree supplement will lose that education supplement. An advanced degree in Curriculum and Instruction or Education will be considered in-field for an advanced degree supplement (there will be no retroactivity in this particular instance).

2. Need-Based Salary Supplements

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

   a. Any teacher assigned to a Title I school will be given a salary supplement equal to $3,000 per year. All Title One teachers who work for one day more than half a year at a Title school will receive a yearly supplement of $3,000 at the end of each year's service. This supplement will begin with the 2022-23 school year. This language will be renegotiated yearly.

   b. Any teacher assigned to an "F" school or a school rated "D" or "F" for three consecutive years or more will be given a salary supplement equal to $50 per year.

   c. Any teacher assigned to a critical shortage area agreed to by the parties in this Agreement will receive a supplement equal to $50 per year.

d. Any teacher assigned to a school determined by the parties to have a critical need and the agreed to emergency action plan includes a negotiated supplement.

e. All teachers holding ESE certification or licensure (SLP, PT, OT) for one day more than half a year for the year in question will receive a yearly supplement of $1,000 at the end of that school year. This supplement will begin with the 2022-23 school year. Teachers who drop their ESE certification will not qualify for this supplement for a period of three years. The district will provide teachers assistance in the form of ESE test preparation and in paying for the certification examination one time.

ESE teachers who serve as a case manager for ESE students (i.e., have overall responsibility for managing the IEPs of ESE student(s) for one day more than half a school year will receive an additional supplement of $2,000 per year. Case managers must hold ESE certification to qualify for this supplement. For purposes of these supplements, gifted endorsement is not considered ESE, as per IDEA.

A jointly appointed committee will be convened including ESE teachers, regular education teachers and administrators, to make recommendations to the negotiating teams regarding final criteria for eligibility for case manager supplements. Once finalized, this supplement will be paid for the 2022-23 school year. This language will be renegotiated yearly.

3. Activity Based Supplements

Any teacher receiving a sports or activity salary supplements will be paid as specified in Appendix A of this Agreement. The Supplement Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary Schedule through negotiations.

Implementation

1. Credit for salary purposes will be granted for (This section will sunset on June 30, 2020):

a. Credit hours necessary to meet requirement of a planned program leading toward an advanced degree. Teachers completing an advanced degree will be paid retroactive to the date of conferral of the degree.

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

c. Credit for courses earned beyond a Bachelor's or Master's degree (i.e., BA+30 o 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 credit. The salary adjustment will be retroactive to be posted end date of the final required courses within the current school year.

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 the language. There will be no retroactive interpretation of this language for salary purposes.

2. 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.

3. 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.

4. 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).

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

Program specialists, with the exception of those appointed to their positions prior to June 30, 1995, will be considered temporary in nature. 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. A program specialist will accrue no property right to, or expectation of, continued employment as a program specialist. During the period in which the teacher is serving as a program specialist, 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.

B. Performance Salary Schedule

Any teacher on an annual or probationary contract and any teacher holding a continuing or professional services contract who willingly and permanently surrenders his or her continuing or professional services contract pursuant to Chapter 1012.22, Florida Statutes and is currently employed or on leave will be placed on the Performance Salary Schedule. Grandfathered teachers electing to move to the Performance Salary Schedule will retain their current normal salary for purposes of initial salary placement on the Performance Salary Schedule. Any teacher switching from Grandfathered to Performance status prior to the end of the 2022-23 school year will receive the contract settlement associated with Performance teachers for the entire 2022-23 school year.

Each teacher on the Performance Salary Schedule will receive an automatic 0.5% retention adjustment on July 1st of any school year for the prior years' service. Service of one day more than on half of the work year constitutes a year of service.

2024-2025 Salary Computation:

Performance Salary Schedule teachers will receive $1,600 if their last evaluation was rated as highly effective and $1,200 plus an across-the-board increase of 2.5% for all performance teachers. These amounts will automatically carry over into future years. The 2.5% increase is in addition to the previously received .5% retention adjustment for the prior years' service where applicable.

A one-time supplement will be paid to teachers who did not reach an overall 5% increase (including the 0.5% retention increase and the performance pay). The amount will be pensionable but will not recur into future years.

2025-2026 Salary Computation:

Performance Salary Schedule teachers will receive an across-the-board increase of 3% plus an additional $1,600 for a highly effective and $1,200 for other Performance Scale teacher to be added to the teacher's base pay. These amounts will automatically carry over into future years. The 3% increase includes the .5% retention adjustment for the prior years' service where applicable.

A one-time supplement will be paid to teachers who did not reach an overall 5% increase (including the 0.5% retention increase and the performance pay). The amount will be pensionable but will not recur into future years.

Teachers whose base daily rate exceeds $600.00 per day will no longer have the negotiated across-the-board increase each year added to their base pay. Base daily rate does NOT include educational supplements or any other supplemental pay. The $600.00 daily rate will be revisited as part of the normal bargaining process. The daily rate is based on a 7.5-hour duty day, teachers working a longer duty day will have that amount adjusted accordingly.

Teachers earning over the then current daily rate will receive all other negotiated increases in a manner consistent with other teachers and will have the amount he or she would have received in the across-the-board increase as a one-time pensionable supplement.

Minimum Teacher Salary

2024-2025

The minimum teacher salary for the 2024-2025 school year will be a total of $57,500.

2025-2026

The minimum teacher salary for the 2025-2026 school year will be a total of $60,000.

Outside Experience Credit for Initial Hire

A newly employed or re-employed teacher will receive ½% above the initial salary for each year of verifiable experience in an accredited public Pre-K-12 or Florida charter public school setting or accredited public school located in a foreign country if in a U.S. government-affiliated program. In the case of a teacher of Adult Education, public school, Florida charter school and foreign government-affiliated school service will be granted for Pre-K-20 experience. Full time service for one day more than one half of the contractual year will be counted as a year of service. In the case of SLPs, OTs, and PTs, where the professional licensure is required, verifiable outside clinical experience can be used in lieu of K-12 experience. Credit for outside teaching experience will be limited to a maximum of 7.5% above the initial salary. Re-employed former Sarasota teachers will be credited for previous time in an instructional capacity in the Sarasota School District. Former employees will also be eligible to receive applicable outside service credit, though the combined total of outside and inside salary credit may not exceed the 7.5% total.

Supplements

1. Education Supplement

   Teachers on the Performance Salary Schedule are eligible to receive an annual education supplement upon conferral of an advanced degree or advanced course credit and who have not received salary credit for that same degree on the former pay scale, as described below:

BA+30	$2,500 ($2,500 over BA)
MA	$5,000.00 ($5,000 over BA)
MA+45 or Specialist	$7,500 ($2,500 over MA)
Doctorate	$10,000.00 ($5,000 over MA)

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

Except as noted above, in order to qualify for one of the above salary supplements the advanced degree must be earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of certification which led to the advanced degree supplement will lose that education supplement. An advanced degree in Curriculum and Instruction or Education will be considered in-field for an advanced degree supplement (there will be no retroactivity in this particular instance).

The BA+30 or MA+45 credits must be earned after conferral of the appropriate degree and must be in either Education or in an area of certification held by the teacher. Professional Development courses may be used, if earned after degree conferral and will be credited on a 20 hour to one credit basis.

2. Need-Based Salary Supplements

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

a. Any teacher assigned to a Title I school will be given a salary supplement equal to $3,000 per year.

b. Any teacher assigned to an "F" school or a school rated "D" or "F" for three consecutive years or more will be given a salary supplement equal to $50 per year.

c. Any teacher assigned to a critical shortage area agreed to by the parties in this Agreement will receive a supplement equal to $50 per year.

d. Any teacher assigned to a school determined by the parties to have a critical need and the agreed to emergency action plan includes a negotiated supplement.

e. All teachers holding ESE certification or licensure (SLP, PT, OT) for one day more than half a year for the year in question will receive a yearly supplement of $1,000 at the end of that school year. This supplement will begin with the 2022-23 school year. Teachers who drop their ESE certification will not qualify for this supplement for a period of three years. The district will provide teachers assistance in the form of ESE test preparation and in paying for the certification examination.

ESE teachers who serve as a case manager for ESE students (i.e., have overall responsibility for managing the IEPs of ESE students) for one day more than half a school year will receive an additional supplement of $2,000 per year. Case managers must hold ESE certification to qualify for this supplement. For purposes of these supplements, gifted endorsement is not considered ESE, as per IDEA.

A jointly appointed committee will be convened including ESE teachers, regular education teachers and administrators, to make recommendations to the negotiating teams regarding final criteria for eligibility for case manager supplement. Once finalized, this supplement will be paid for the 2022-23 school year. This language will be renegotiated yearly.

f. Salary Decompression

The parties are attempting to address inequalities which occurred after the state required a disproportionate increase in beginning teacher salaries. Teachers hired within those time frames will have their salaries adjusted in accordance with the following salary adjustment table. That amount will be permanently added to his or her base salary. This readjustment will occur after this year's salary is computed and is a one-time adjustment.

Hire Date	Adjustment
7/1/09 – 6/30/10	$1,200
7/1/10 – 6/30/11	$1,150
7/1/11 – 6/30/12	$1,100
7/1/12 – 6/30/13	$1,050
7/1/13 – 6/30/14	$1,000
7/1/14 – 6/30/15	$950
7/1/15 – 6/30/16	$900
7/1/16 – 6/30/17	$750
7/1/17 – 6/30/18	$600
7/1/18 – 6/30/19	$450
7/1/19 – 6/30/20	$300
7/1/20 – 6/30/21	$150

3. Activity-Based Supplements

   Any teacher receiving a sports or activity salary supplement will be paid as specified in Appendix A of this Agreement. The Supplement Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary Schedule through negotiations.

Implementation:

1. 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.

2. 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 and for which the District is being reimbursed.

3. All instructional positions will be of 7.5 hours in duration. Those employees who worked a longer duty day prior to ratification of this Agreement will be grandfathered in their longer duty day unless he or she voluntarily transfers to a 7.5-hour position. For those grandfathered employees, 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).

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

   Program specialists, with the exception of those appointed to their positions prior to June 30, 1995, will be considered temporary in nature. 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. A program specialist will accrue no property right to, or expectation of, continued employment as a program specialist. During the period in which the teacher is serving as a program specialist, 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.

(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 specialist to alter their term of contract from 11-month to 10-month. Such moves will be irrevocable.

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

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

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

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

C. Method of Payment

1. Number of Payments

Each teacher will be paid in 24 installments.

2. Pay Dates

All teachers will be paid semi-monthly.

The first 196-day teacher pay date is the last weekday of August.

3. Exceptions

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

4. Direct Deposit

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

5. Final Pay

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

6. Withholding of Pay

Payment of salaries for workdays completed shall not be withheld for punitive reasons.

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

7. Payroll Errors

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

D. Supplement Payment

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

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

ARTICLE XXIX - EMPLOYEE ASSISTANCE PROGRAM

A. The School Board shall offer an Employee Assistance Program which shall guarantee the anonymity of the teacher.

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

1. Drug Abuse

2. Alcohol Abuse

3. Family Counseling

4. Financial Counseling

5. Psychological Difficulties

6. Stopping the use of tobacco products.

ARTICLE XXX - EFFECT OF AGREEMENT

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

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

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

D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a

grievance will continue in full force and effect unless altered in a subsequent Collective Bargaining Agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the parties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless those terms are incorporated into a subsequent Agreement.

ARTICLE XXXI - BENEFITS

A. Health Insurance

Health Insurance Committee

The parties agree to a Health Insurance Committee, involving 4 representatives appointed by the SC/TA, 4 designated by the Superintendent, and the Risk Management Supervisor who shall serve as chair. The Health Insurance Committee is being created for the purpose of continuing to explore ways of containing the cost of health insurance. The Health Insurance Committee shall have the authority to make recommendations to the negotiating team regarding health insurance issues and propose language. The Health Insurance Committee shall recommend changes to the health plan benefits offered to employees.

B. Group Health/Pathways to Health

The School Board of Sarasota County (SBSC) recognizes the crucial role primary providers serve in delivering and directing medical care. The SBSC will establish a voluntary program within the medical plan whereby members establish and maintain an ongoing relationship with a primary provider and obtain an annual well visit exam.

Beginning with the 2024 plan year:

- Employees who receive a well visit exam at least once every 24 months will be eligible to enroll in any of the four plan options for the effective date of coverage January 1, 2024. Each of these options will have $0 employee contribution for the Employee Only tier coverage. If the employee enrolls in dependent coverage, the employee will receive the dependent subsidy, if applicable (Low PPO and Low HMO).

- Employees who do not receive a well visit exam at least once every 24 months will still be eligible to enroll in any of the four plan options; however, only the Low PPO will have a $0 contribution for Employee Only tier coverage. The dependent tiers of the Low PPO and all tier levels of the High HMO, Low HMO and the High PPO will have a 10% surcharge. The 10% surcharge will be on the total cost of the yearly cost of coverage.

- Employees will need to complete a well visit with their primary provider at least once every 24 months.

- New Hires will have the choice of any plan at $0 cost for Employee Only tier coverage and no surcharge and will need to have their well visit exam completed within 18 months of hire and on record with the district's medical carrier.

- Employees who are newly added to the medical plan via a life event will have the choice of any plan at $0 cost for Employee Only tier coverage with no surcharge and will have up to 18 months from the effective date of coverage to complete a well visit exam with the district's medical carrier.

- Well visit exams generally include an in-person or virtual visit with your provider to review the state of your health. Depending on age, gender, family history, and health status, it may or may not include laboratory or diagnostic screening tests.

- This program will only apply to employees, not spouses or dependents.

Initial Timeline for Implementation:

January 1, 2022 – June 1, 2023 – Monthly notices about the program distributed to employees
June 30, 2023 – Last day to complete annual well visit
October 2023 – Open Enrollment with available plan option(s) and pricing
January 1, 2024 – Selected plan goes into effect.

Group Health Insurance:

Plan Specifications

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

    a. Unlimited Lifetime Maximum

    b. Deductible - Individual $500

    c. In-Network Coinsurance at no less than 90%

        Out-of-Network Coinsurance is no less than 70%.

    d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).

    e. Out-of-Pocket Maximum - $2,000 including deductible

    f. Yearly Physical Examination (subject to $250 yearly limit)

    g. Primary Care Physician Co-Pay - $25; Specialist Co-Pay - $50

    h. Prescription Drug Schedule - $20/$40/$60

    i. Emergency Room Visit - $150

2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to teachers who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited. The HMO will be offered to all teachers at no cost with the following minimum specifications:

    a. Lifetime Maximum – Unlimited

    b. Deductible - $250
    c. Primary Care/Specialist Office Visit - $20/$40

    d. Inpatient Hospital - $200/Admission

    e. Emergency Room Visit - $150

    f. Out of Pocket Maximum – $1,750 including deductible

    g. Yearly Physical Examination (subject to $20 co-payment)

    h. Prescription Drug Schedule - $20/$40/$60

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

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

5. Teachers who separate service from the District will receive benefits through the end of the month in which they last worked. If the school year ends before June 1st, employee benefits will continue through June 30th for employees last working in May.

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

D. Cafeteria Plan - The School Board will provide to each teacher at no cost the following benefits:

1. Life Insurance - $50,000 for each teacher

2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of $4,000 per month

3. Dental Plan

4. Vision Plan

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

1. Dental Plan

2. Vision Plan - dependents

3. 401 (k) Plan – employee only

4. Medical Reimbursement Account – employee and dependents

F. Reopeners

Either party may reopen negotiations if costs exceed present School Board contributions for benefits.

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

G. Sick Leave

Sick leave shall be cumulative and subject to Florida Statutes. A teacher shall upon retirement be reimbursed for any unused sick leave as outlined in F.S. Section 121.021 (29).

H. Medicare/Medicaid Supplements

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

I. 401A Plan

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

ARTICLE XXXII - TOBACCO POLICY

The use of tobacco/vaping products is prohibited in school buses, district-owned vehicles, and in any portion of any building or property owned by, or leased to, the School Board.

ARTICLE XXXIII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027. This Agreement may be extended only in writing.

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

C. This Agreement is subject to salary and benefit re-openers for the 2026-27 school year.

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

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS SIXTH DAY OF NOVEMBER 2024, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

Rex Ingerick
President, Sarasota Classified/
Teachers Association, Inc.

Timothy Enos
Chairperson of the School Board
of Sarasota County, Florida

Barry J. Dubin
Executive Director, Sarasota

Terry Connor
Superintendent of Schools

ARTICLE XXXIV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Optional Participation
A teacher's participation in the DROP is optional on the teacher's part.

B. Employment Status

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

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

D. DROP Extension
At the discretion of the Board, teachers with an Effective or Highly Effective evaluation will be afforded the opportunity to extend their separation date until the end of that school year. There will be no partial year extensions.

E. Vacation Day Accruals

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

F. Sick Leave Accruals

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

ARTICLE XXXV – NON-DISCRIMINATION

The parties agree to operate a school system and workplace that is free of discrimination and harassment in any form. To this end, the parties state that they will not tolerate discrimination against employees or students on the basis of race, color, religion, gender, ethnic or national origin, genetic information, age, disability, marital status or sexual orientation, or political beliefs or activity. This code of conduct will apply to all interactions between employees, parents, and students alike. Any employee who violates this article shall be subject to discipline pursuant to this Agreement.

ARTICLE XXXVI – ACADEMIC IMPROVEMENT

A. Schools in Need of Academic Assistance

1. Failure of a school to make state Adequate Yearly Progress guidelines – "schools in academic difficulty".

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

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

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

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

Components of being a "School in Academic Difficulty":

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

   Enhanced Monitoring will include but not limited to:
   Following District Lesson Plan Format
   Training and use of McRel High-Impact Strategies
   District Collaborative Planning Format
   Additional Classroom Walkthrough Observation
   Content area Literacy Instruction
   Following Approved Curriculum Maps

b. School Improvement Plan – The District will approve the school improvement plan and will narrow the focus of the plan to facilitate accomplishing AYP.

c. Professional Development – All instructional faculty must participate in the 30 hours professional development, which will be directed at the areas needing focus.

d. Individual Expectations Sheet/Voluntary Surplus – Each instructional faculty member will be required to complete the IES or indicate that they are requesting a voluntary surplus for the upcoming school year. Instructional faculty members who elect the voluntary surplus will not have a right-to- recall.

e. IES – All new instructional faculty members to the building, including but not limited to new hires, transfers, those who return from leave, surplus placement, or exercise their right-to-recall must agree to sign the Individual Expectations Sheet.

2. In the event that a school does not make AYP in the year immediately following the School in Academic Difficulty designation, the school will be designated as "A Critical Needs School". Components A, B, and C above will be followed. In addition, once designated a "Critical Needs School", the language in Section B below will apply.

3. If a school that is designated in academic difficulty pursuant to Section I above successfully makes AYP in year four, every full-time instructional faculty member who works at that school for one day more than half the school year will receive a $1,000 bonus for their achievement.

B. Critical Needs Schools

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

1. The surplussing of Instructional and administrative staff as well as secretaries (including but not limited to, Principal's secretary, bookkeepers, registrars and all employees paid on the secretarial salary lanes) and aides.

2. Surplussed employees will be placed in accordance with those procedures found elsewhere in this Agreement.

3. Employees surplussed under the provisions of this Article will not have a right of recall back to the critical needs school.

4. Surplussed employees may seek reinstatement to a position in the school. All such employees, as well as employees seeking voluntary lateral transfer or initial hire to a position in this school, will be interviewed by an interview committee that will be appointed by the Superintendent of Schools after consultation with the

President of the Union. During the term of this plan, future vacancies will not appear on the surplus list. The hiring committee will first consider the rehiring of existing staff. The decision of the interview committee is final and is not subject to the grievance and arbitration process. The parties may agree to require additional qualifications in order to be able to apply for any and all positions.

5. The parties may agree to offer financial incentives to staff members of the reconstituted staff.
6. The parties may agree to an elongated staff and/or student day and/or year at a restructured critical needs school.

7. Additional interventions may be agreed to by the parties.

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

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

APPENDIX A - SALARY SCHEDULES

PERFORMANCE SALARY SCHEDULE **(2024-2025)**

Instructional Position	**Minimum**
Teacher, School Psychologist, Social Worker, Program Specialist - 10 Month (196 Day)	$57,500
School Psychologist, Social Worker, Program Specialist - 11 Month (220 Day)	$64,541

IMPLEMENTATION:
Please refer to the Instructional Bargaining Agreement for detailed information related to performance based salary, skill and need based supplements, method of payment, etc.

1. A newly employed or re-employed teacher will receive ½% above the initial salary for each year of verifiable experience in an accredited public Pre-K-12 or Florida charter public school setting or accredited public school located in a foreign country if in a U.S. government-affiliated program. In the case of a teacher of Adult Education, public school, Florida charter school and foreign government-affiliated school service will be granted for Pre-K-20 experience. Full time service for one day more than one half of the contractual year will be counted as a year of service. In the case of SLPs, OTs, and PTs, where the professional licensure is required, verifiable outside clinical experience can be used in lieu of K-12 experience. Credit for outside teaching experience will be limited to a maximum of 7.5% above the initial salary. Re-employed former Sarasota teachers will be credited for previous time in an instructional capacity in the Sarasota School District. Former employees will also be eligible to receive applicable outside service credit, though the combined total of outside and inside salary credit may not exceed the 7.5% total.

2. Teachers on the Performance Salary Schedule are eligible to receive an annual education supplement upon conferral of an advanced degree or advanced course credit, as described below:

BA+30 $2,500.00
MA $5,000.00
MA+45/Specialist $7,500.00
Doctorate $10,000.00

In order to qualify for one of the above salary supplements the advanced degree must be earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of certification which led to the advanced degree supplement will lose that education supplement. An advanced degree in Curriculum and Instruction will be considered in-field for all academic areas (there will be no retroactivity in this particular instance).

GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE **(2024-2025)**

Note: This salary schedule applies only to those teachers hired prior to July 1, 2009.

See Article XXVIII of this Agreement for implementation language.

Instructional Position	**Minimum**
Teacher, School Psychologist, Social Worker, Program Specialist - 10 Month (196 Day)	$57,500
School Psychologist, Social Worker, Program Specialist - 11 Month (220 Day)	$64,541

PERFORMANCE SALARY SCHEDULE **(2025-2026)**

Instructional Position	**Minimum**
Teacher, School Psychologist, Social Worker, Program Specialist - 10 Month (196 Day)	$60,000
School Psychologist, Social Worker, Program Specialist - 11 Month (220 Day)	$67,347

IMPLEMENTATION:
Please refer to the Instructional Bargaining Agreement for detailed information related to performance based salary, skill and need based supplements, method of payment, etc.

1. A newly employed or re-employed teacher will receive ½% above the initial salary for each year of verifiable experience in an accredited public Pre-K-12 or Florida charter public school setting or accredited public school located in a foreign country if in a U.S. government-affiliated program. In the case of a teacher of Adult Education, public school, Florida charter school and foreign government-affiliated school service will be granted for Pre-K-20 experience. Full time service for one day more than one half of the contractual year will be counted as a year of service. In the case of SLPs, OTs, and PTs, where the professional licensure is required, verifiable outside clinical experience can be used in lieu of K-12 experience. Credit for outside teaching experience will be limited to a maximum of 7.5% above the initial salary. Re-employed former Sarasota teachers will be credited for previous time in an instructional capacity in the Sarasota School District. Former employees will also be eligible to receive applicable outside service credit, though the combined total of outside and inside salary credit may not exceed the 7.5% total.

2. Teachers on the Performance Salary Schedule are eligible to receive an annual education supplement upon conferral of an advanced degree or advanced course credit, as described below:

BA+30 $2,500.00
MA $5,000.00
MA+45/Specialist $7,500.00
Doctorate $10,000.00

In order to qualify for one of the above salary supplements the advanced degree must be earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of certification which led to the advanced degree supplement will lose that education supplement. An advanced degree in Curriculum and Instruction will be considered in-field for all academic areas (there will be no retroactivity in this particular instance).

GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE **(2025-2026)**

Note: This salary schedule applies only to those teachers hired prior to July 1, 2009.

See Article XXVIII of this Agreement for implementation language.

Instructional Position	**Minimum**
Teacher, School Psychologist, Social Worker, Program Specialist - 10 Month (196 Day)	$60,000
School Psychologist, Social Worker, Program Specialist - 11 Month (220 Day)	$67,347

IMPLEMENTATION:
See the Instructional Bargaining Unit Collective Bargaining Agreement for implementation language.

1. Teachers on the Grandfathered Salary Schedule are eligible to receive an annual education supplement upon conferral of an advanced degree or advanced course credit and who have not received salary credit for that same degree on the former pay scale, as described below:

BA+30	$2,500.00
MA	$5,000.00
MA+45/Specialist	$7,500.00
Doctorate	$10,000.00

In order to qualify for one of the above salary supplements the advanced degree must be earned in a subject area of certification presently held by the teacher. A teacher who no longer holds an area of certification which led to the advanced degree supplement will lose that education supplement. An advanced degree in Curriculum and Instruction will be considered in-field for all academic areas (there will be no retroactivity in this particular instance).

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 $7,950
Football $6,360
Basketball $5,035
Base/Softball $4,770
Track $4,240
Tennis $3,180
Golf $3,180
Swimming $3,180
Wrestling $3,975
Weightlifting $2,650
Cross Country $3,180
Volleyball $3,975
Soccer $3,975
Lacrosse $3,975
Water Polo $2,650
Cheerleading - Fall $2,120
Cheerleading - Winter/Spring $2,650

2. VPA Supplements

Musical D&TD $3,710
Play D&TD $2,915
Dance D&TD $2,915
Vocal Ensemble $2,438
Road Show Director $3,445

B. Assistant Coaches / VPA Production Assistants Supplement Index

1. Assistant Coaches (Athletics)

Athletic Dir $5,035
Football $4,505
Basketball $3,975
Base/Softball $3,710

Track	$2,650
Swimming	$2,120
Wrestling	$2,650
Weightlifting	$1,855
Volleyball	$2,650
Soccer	$2,650
Lacrosse	$2,650
Water Polo	$1,855
Cheerleading - Fall Season	$1,590
Cheerleading - Winter/Spring Season	$1,855
Assistant JV/Freshman Football Coach	$3,445

2. VPA Musical Assistants

Vocal and Music Director	$2,438
Accompanist	$2,438
Costumer/VPA Music	$2,438
Choreographer/Madrigal	$2,438
Road Show Choreographer	$2,438

3. VPA Play Assistants

Costumer	$1,961

4. VPA Dance Assistants

Assistant Choreographer	$1,961
Costumer	$1,961

C. High School Activities

Musical	$2,120
Play	$1,696
Musical Assistant	$1,696
Play Assistant	$1,219
Activity Coordinator	$2,650
Dramatics/Musical	$2,120
Play	$1,696
Forensics	$2,915
Newspaper	$2,915
Annual	$2,650
Concert	$2,438
Assistant Concert	$1,961
Jazz	$2,438
Marching	$4,876
Assistant Marching	$3,975
Chorus	$3,445
Orchestra	$2,438
Academic Olympics	$2,915
Special Olympics	$1,961
Band Aux. (Pom Pom/Flags)	$3,445
Career Tech Student Organization Advisor	$1,961
Marching Percussion	$1,961

D. Pre-Season Coaching Supplements

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

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

Athletic Director	$4,240
Golf	$1,855
Tennis	$2,120
Basketball	$2,915
Track	$2,385
Intramurals	$1,219
Volleyball	$2,650

F. Middle School Assistant Coaches

Track	$1,855

G. Middle School Full Year Supplements

Annual	$2,915
Annual (part of Encore Class)	$1,219
Newspaper	$1,219
Band	$1,961
Chorus	$1,961
Orchestra	$1,961
Jazz Band (not Encore)	$1,961
Career Tech Student Organization Advisor	$1,431
Drama	$1,961

VPA

Dance	$1,961
Creative Writing	$1,961
TV/Film Production	$1,961
Visual Art	$1,961

H. Flexible Supplements

Flexible Supplements at each school determined by SDMT.

GENERAL GUIDELINES:

A. Supplements represent pay for work performed outside the duty day. Coaches will receive pay for all sports coached but will receive only one head coaching salary. All partial year supplements will be factored on a pro-rated basis.

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

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

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

Team Leaders or Department Chairs:

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

SLC Chairs:

20+ members	$2,000
15-19 members	$1,750
10-14 members	$1,250
3-9 members	$750

Middle School Team Leaders:

3+ person team	$1,200
2- person team	$600

Middle School Curriculum Leaders:

10+ members	$2,000
3-9 members	$1,000

Middle school department chairs will be chosen from the middle school curriculum leaders and receive an additional $750.

1. The number of teacher units in a department, grade level, or team will be determined as of September 15 and will remain the same throughout the year even though the number of teacher units may change.

2. Team leaders must be designated as such by the Principal using whatever procedure is designated by the Principal, including but not limited to, SDMT, direct appointment, or past practice. Teachers must have completed at least three (3) years of service with the Board to qualify for team leader position. In those cases where no member of the team has three years of service, or in which no teacher with three years is interested in assuming team leader duties, the team leader will be appointed at the discretion of the Principal. All appointed teachers at a given worksite will be assigned to a team. For supplement calculations, a teacher can be counted on only one team per school, one department per school, one curriculum group per school, and one SLC per school.

3. Department Heads for School Psychologists and Social Workers will be paid in accordance with the above guidelines with the appropriate supplement added.

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

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

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

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

APPENDIX B – ADMINISTRATIVE INTERNS

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

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

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

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

Formal application is required.

APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK

A. Membership

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

B. Duration and Replenishment

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

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

   b. A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.

   c. A member who chooses to continue participating in the bank will contribute one day of accrued sick leave to the bank.

   d. A member drawing from the bank or in the 20-day waiting period, as hereafter provided, at the time the bank reaches the 30% point, may choose to continue participating in the bank by contributing the next one day of accrued sick leave to the bank, regardless of whether or not it is earned within the two month period set forth in subsection B 1(a) above.

C. Administration

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

2. An overview committee will be formed to review the administration of the bank and determine eligibility.

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

D. Benefits

1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefit, he or she may apply for the benefits specified below. In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in the case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner:

   a. All accumulated sick leave of the member must first be expended.

   b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of 20 continuous work days. However, the member may choose to use accrued vacation days as part of the 20-day period.

   c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty-calendar day during which time the teacher is receiving benefits.

   d. Each member will be afforded a maximum number of days equal to four times the number of days he/she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 100 work days. A maximum of 100 paid work days may be received from the bank by a member per occurrence. Should a member of the Sick Bank exceed his/her 100 days of benefits, he/she will be removed from the Bank. He/she may choose to re-enroll in the Bank as detailed elsewhere in this Appendix at a later date.

   e. A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decisions governing eligibility of any claim.

   f. Illnesses which were diagnosed prior to the member's enrollment in the plan will not be covered.

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

DOMAIN I. CREATING A CULTURE FOR LEARNING
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
I.1. Establishing High Expectations for Student Learning and Work	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.
I.2. Creating an Environment of Respect and Rapport	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.
I.3. Organizing the Physical Environment	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.
I.4. Managing Classroom Procedures	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

DOMAIN I. CREATING A CULTURE FOR LEARNING

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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
I.5. Managing Student Behavior	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.
I.6. Modeling Oral and Written Communication Skills	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.

DOMAIN II. PLANNING FOR SUCCESS

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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
II.1. Demonstrating a Deep Knowledge of Content	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

DOMAIN II. PLANNING FOR SUCCESS

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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
II.2. Aligning Student Outcomes to State Standards	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.
II.3. Using Data to Attend to Individual Student Needs	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.
II.4. Planning Formative and Summative Assessments	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

DOMAIN II. PLANNING FOR SUCCESS

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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
II.5. Determining Strategies For Meaningful/ Coherent Instruction	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.
II.6. Using Instructional Time Effectively	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

DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
III.1. Engaging Students in Learning	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.
III.2. Varying Instruction to Meet Student Needs	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

DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
III.3. Using Quality Questions and Discussion	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.
III.4. Monitoring Student Performance	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).
III.5. Adjusting and Monitoring Instruction to Enhance Achievement & Student Mastery	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

DOMAIN III. INSTRUCTING AND ASSESSING FOR STUDENT ACHIEVEMENT
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	Developing/Needs Improvement 1	Effective 2	Highly Effective 3
III.6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals	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.
III.7. Using Traditional and Alternative Assessments to Increase Achievement	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.
III.8. Using Technology To Support Learning	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

DOMAIN IV. COMMUNICATING PROFESSIONAL COMMITMENT

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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
IV.1. Complying with and Implementing all Federal and State laws, as well as District and School Policies and Procedures	Teacher performance may indicate disciplinary concerns.	Teacher inconsistently complies with and implements Federal and State laws, as a 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 a 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 a well as District and School Policies and Procedures.
IV.2. Taking Responsibility for Professional Development • **IPDP written** • **IPDP reviewed, monitored & evaluated by teacher and administrator**	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.
IV.3. Collaborating with Colleagues for Student Progress	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.
IV.4. Developing Positive Relationships with Families and Community	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 _____

Domain I. Creating a Culture for Learning
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
Domain II. Planning for Success
II.1. Demonstrating a Deep Knowledge of Content

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Dupl., OSA

028-08-PDC-HMR
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
Domain III. Instructing and Assessing for Student Achievement
III.1.Engaging Students in Learning
III.2.Varying Instruction to Meet Student Needs
III.3.Using Quality Questions and Discussion

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
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

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028-08-PDC-HMR
Rev. 9-19-2013
Page 3 of 4

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

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028-08-PDC-HMR
Rev. 9-19-2013
Page 4 of 4

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					
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	**Comments**
Position						
Evaluator		0	1	2	3	
Domain I. Creating a Culture for Learning						**Domain I Total (24 Possible Points)**
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	(2)					
I. 5. Managing Student Behavior	(2)					
I. 6. Modeling Oral and Written Communication Skills	(0.5)					
Domain II. Planning for Success						**Domain II Total (34.5 Possible Points)**
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)					
I. 6. Using Instructional Time Effectively	(2)					
Domain III. Instructing & Assessing for Student Achievement						**Domain III Total (34.752 Possible Points)**
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)					
Domain IV. Communicating Professional Commitment						**Domain IV Total (6.75 Possible Points)**
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 • IPDP written • IPDP reviewed, monitored & evaluated by teacher and administrator	(0.5)					
IV. 3. Collaborating with Colleagues for Student Progress	(0.5)					
IV. 4. Developing Positive Relationships with Families & Community	(.05)					
TOTAL						

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

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

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

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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION
TEACHER **E**VALUATION **S**YSTEM (TES)

PRIDE RUBRIC – NON-CLASSROOM INSTRUCTIONAL

DOMAIN I. CREATING A CULTURE FOR LEARNING
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
I.1. Establishing High Expectations for Learning and Work	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.
I.2. Creating an Environment of Respect and Rapport	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.
I.3. Organizing the Physical Environment	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.
I.4. Managing Procedures in the Professional Setting	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.
I.5. Managing Participant Behavior	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.
I.6 Modeling Oral and Written Communication Skills	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-CLASSRROM INSTRUCTIONAL

DOMAIN II. PLANNING FOR SUCCESS
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
II.1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice	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.
II.2. Aligning Program Objectives to School/District Goals.	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.
II.3. Using Data to Attend to Individual Needs	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.
II.4. Planning Formative and Summative Assessments	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.
II.5. Determining Strategies for Meaningful/ Coherent Delivery of Services	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.
II.6. Using Time Effectively	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-CLASSRROM INSTRUCTIONAL

DOMAIN III. INSTRUCTING AND ASSESSING FOR PARTICIPANT ACHIEVEMENT
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
III.1. Engaging Participants	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.
III.2. Varying Content to Meet Participant Needs	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.
III.3. Using Quality Questions and Discussion	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.
III.4. Adjusting and Monitoring Activity to Enhance Achievement and Reach Mastery	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).
III.5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals	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.
III.6. Using Technology To Support Learning	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. lab 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-CLASSRROM INSTRUCTIONAL

DOMAIN IV. COMMUNICATING PROFESSIONAL COMMITMENT
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.

COMPETENCY	INDICATORS			
	Unsatisfactory 0	**Developing/Needs Improvement 1**	**Effective 2**	**Highly Effective 3**
IV.1. Complying with and Implementing all Federal and State laws, as well as District Policies and Procedures	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.
IV.2. Taking Responsibility for Professional Development • **IPDP written** • **IPDP reviewed, monitored and evaluated by teacher and administrator**	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.
IV.3. Collaborating with Colleagues for Student Progress	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
IV.4. Developing Positive Relationships with Families and Community	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
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Rev. 12-19-2013

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 _____

Domain I. Creating a Culture for Learning
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
Domain II. Planning for Success
II.1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice

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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
Domain III. Instructing and Assessing for Student Achievement
III.1. Engaging Participants
III.2. Varying Content to Meet Participant Needs
III.3. Using Quality Questions and Discussion

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

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029-08-PDC-HMR
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

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

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

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 _____

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Dupl., OSA

037-08-PDC
Rev. 6-7-2016

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PROFESSIONAL DEVELOPMENT & TEACHER EVALUATION
TEACHER **E**VALUATION **S**YSTEM (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) _____

Information discussed
Comments by the Evaluator
Recommendations
Comments by the Instructional Staff Member (optional)

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	2	3	
Domain I. Creating a Culture for Learning						**Domain I Total**
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						
Domain II. Planning for Success						**Domain II Total**
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						
Domain III. Instructing and Assessing for Student Achievement						**Domain III Total**
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						
Domain IV. Communicating Professional Commitment						**Domain IV Total**
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 • 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						
TOTAL						

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 _____

PRIDE Rating	Total

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

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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				
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	Comments
Position						
Evaluator		0	1	2	3	
Domain I. Creating a Culture for Learning						**Domain I Total**
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						
Domain II. Planning for Success						**Domain II Total**
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						
Domain III. Instructing and Assessing for Student Achievement						**Domain III Total**
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						
Domain IV. Communicating Professional Commitment						**Domain IV Total**
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 • 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						
TOTAL						

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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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					
Name						Comments
Position		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Evaluator		0	1	2	3	
Domain I. Creating a Culture for Learning						**Domain I Total (24 Possible Points)**
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	(2)					
I. 5. Managing Participant Behavior	(2)					
I. 6. Modeling Oral and Written Communication Skills	(0.5)					
Domain II. Planning for Success						**Domain II Total (34.5 Possible Points)**
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	(2)					
II. 5. Determining Strategies for Meaningful/Coherent Delivery of Services	(2)					
II. 6. Using Time Effectively	(2)					
Domain III. Instructing & Assessing for Student Achievement						**Domain III Total (34.77 Possible Points)**
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)					
Domain IV. Communicating Professional Commitment						**Domain IV Total (6.75 Possible Points)**
IV. 1. Complying with and Implementing all Federal and State laws, as a well as District Policies and Procedures	(0.75)					
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	(0.5)					
	Total					

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

030-08-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-6
	Sample of written communication skills	Domain I, FEAP-2
	Family Communication • Documentation of positive family/guardian contact • Communication to student and family or guardian on course requirements • Notification to family or guardian explaining student progress and/or concerns including retention	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
	All SCIP Requirements Completed	

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 aft sep/term, GS1-SL 19
Dupl., OSA

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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
	All SCIP Requirements Completed	

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
PROFESSIONAL **R**UBRICS INVESTING & **D**EVELOPING **E**DUCATOR EXCELLENCE
PERFORMANCE EVALUATION SYSTEM

ALL TEACHERS: PRIDE INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN CLASSROOM AND NON-CLASSROOM INSTRUCTIONAL

Name _____ Cost Center/School _____ School Year _____

Specify School or Area Improvement Goal
Professional Growth Objective Must include clearly defined professional development objectives
Expected Student Outcomes Must include specific and measurable improvements in student performance expected to result from the professional development activity(ies)
Professional Development Activity(ies) May include workshops, study groups, action research, coaching, reading resources, classroom visits, self-study, activities related to the Sarasota County curriculum, subject content or teaching methods, technology, assessment and data analysis, classroom management, school safety or other
Evaluation of Professional Development Plan Describe the student performance data to be used to demonstrate objective accomplishment. Must measure the extent to which each professional development activity accomplished student performance gains expected to result from the training activity(ies).
Use of Parent Input to Assess Attainment of Objective Describe how parent input will be used to assess attainment of objective.

Assistance and/or Resources Required	
Collaborating Personnel	
Administrator's Final Review 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.

INITIAL REVIEW MEETING

_____ _____
Teacher Signature Date

_____ _____
Evaluator Signature Date

FINAL REVIEW MEETING

_____ _____
Teacher Signature Date

_____ _____
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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Rev. 10-11-2011

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:

_____

_____

_____

_____

Date Filed:		Hearing Date:		Response Date:	
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 _____

APPENDIX F - SUMMER SCHOOL

A. Coordination with Main Collective Bargaining Agreement

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

B. Summer School Benefits

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

Except for illness or unforeseen tragedy, staff must commit to work the entire period for which they are hired. No time off will be granted for personal leave or attending workshops. Any teacher who violates this rule without prior approval will not be able to teach in the following school year's summer school program unless agreed to by the parties.

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

C. Selection of Summer School Teachers

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

D. Placement

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

E. Salary

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

F. Work Day

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

APPENDIX G - EMPLOYEES OF CHARTER SCHOOLS

A. Employment Status

1. Conversion of existing school, Instructional Bargaining Unit:

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

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

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

B. Initial Staffing

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

C. Seniority Rights

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

D. Rights of Return to Board Position

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

E. Benefits

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

F. Salary Experience Credit

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

G. Transfers/Surplussing

The existing transfer and surplussing procedures outlined elsewhere in this Agreement will not apply to charter schools (other than converted Board schools which elect to remain within the Instructional Bargaining Unit). Specifically, Board employees may not transfer or be surplussed into charter schools. Existing Board employees may request to be hired by the charter school and such hiring will be governed by whatever rules have been promulgated by that charter school and approved by the Board.

APPENDIX H – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND ANNUAL LEAVE/VACATION PAY

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

A. Eligibility:

1. Employees who are retiring or going into DROP and have at least $2500 of accumulated sick-leave pay or annual leave/vacation pay will participate in this Plan.

2. Accumulated sick-leave pay or annual leave/vacation pay will be placed into the BENCOR NATIONAL PLAN subject to contribution limits and Board Policy.

B. Contribution Limits:

1. The maximum 401 (a) Plan contribution cannot exceed 100% of the Plan Year Salary or IRS maximum dollar limitations; whichever is less. (Plan year July 1 – June 30). The maximum 403(b) Plan contribution cannot exceed 100% of the calendar year salary or IRS maximum dollar limitations; whichever is less (calendar year is a 12-month look-back).

2. The maximum Plan contribution limit is calculated each year based on IRS limitations.

3. There is a dollar-for-dollar offset against the 401(a) IRS maximum dollar contribution limit for money placed into your 401(k) plan or into the State Investment Plan.

4. There is a dollar-for-dollar offset against the 403(b) IRS maximum dollar contribution limit for money placed into your 403(b) plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan contribution limits.

C. Investments:

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

D. Investment Expenses:

1. There is no asset-management fee charged against the TFLIC Guaranteed Pool Fund (i.e. guaranteed/fixed). An asset-management fee is deducted from mutual funds only. The fee is charged quarterly and will be indicated on the quarterly statements sent to all Plan participants.

E. Distributions:

1. Your account is always 100% vested and belongs only to you. The balance of your account is available for withdrawal at any time after your termination of employment. In the case of your death, the beneficiary or beneficiaries you name under the Plan will be able to withdraw from your account balance. Funds may be withdrawn in one or more cash distributions, which are taxable for the year of withdrawal, or in the form of a direct rollover to an IRA or other eligible retirement plan, which results in continued deferral of your income tax obligation.

2. As described above, income taxes are imposed for the year of withdrawal. Income taxes are deferred in the case of a rollover to an IRA or other eligible retirement plan, although rollovers to a "ROTH" IRA are currently taxable. In addition, there is a 10% IRS penalty on withdrawals from the 401(a) or 403(b) part of the Plan, unless taken after your retirement and you are at least age 55 in the year you retire. Sarasota County Schools has chosen to "make whole" those employees who fall within this category if they request all of their funds in cash from the Plan Administrator within 30 days of separation from employment. This normally would require a make-up of 2.35% (10% penalty minus 7.65% previous savings on Social Security and Medicare taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty minus 1.45% savings) reimbursement for amounts over the FICA limit.

3. For specific tax information, you should consult an independent tax advisor.

4. Your account is subject to the IRS Required Minimum Distribution rules after you reach age 72 or retire, whichever is later, or following your death, if earlier.

5. You may be eligible to borrow up to 50% of your account balance. The minimum loan amount is $1,000. The amount available to borrow is affected by any other Plan loans you have received. A fee of $100 is deducted from your account each time you take a loan.

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

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

1. Annual Leave – Employees participating in DROP receive their annual leave as a lump sum payment at the time of enrollment in DROP. Annual leave will be paid into the "BENCOR NATIONAL PLAN" subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare). The participant does not have access to this money until the end of DROP – other than through loan provisions. This dollar amount will be included in the employee's compensation for retirement benefit calculation purposes (FRS).

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

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

Any employee participating in the DROP program that elects to transfer their allowable accrued sick leave into the Bencor Special Pay Plan account will be allowed to process in-service withdrawals, distributions or rollovers, at no cost to the Board.

APPENDIX I – SUMMER ENHANCEMENT PROGRAMS

A. Selection of Summer Enhancement Program Teachers

All currently employed Instructional staff at the school in question who have an Effective or Highly Effective rating on their most recent evaluation are eligible for Summer Enhancement Program employment unless they qualify or are enrolled in an IAP or PIP. Teachers selected by the cost center head or their designee for summer enhancement programs must be certified in the subject area(s) taught. Teachers will be placed into teaching assignments that match their regular coming school year students to the greatest extent possible. Should the list of interested teachers at a given school be exhausted, the school may seek volunteers from other schools or other grades levels at the school in question. Preference will be given to teachers at schools serving a similar population of students (e.g., teachers from other Title schools in the case of a Title School Summer Enhancement Program).

B. Salary

Instructional staff hired for Summer Enhancement Programs will be compensated using the Instructional Support Activities amount on the Temporary Salary Schedule. Benefits do not apply to the Temporary Salary Schedule. There will be no accrual or utilization of regular school year sick time during the Summer Enhancement Program.