

**PROPOSED INSTRUCTIONAL BARGAINING UNIT
CONTRACT LANGUAGE CHANGES**

Note: Below are the actual proposed changes to your Instructional Bargaining Unit Agreement. Only those articles or sections containing changes are included. You may assume that any language that does not appear remains unchanged. Please take the time to read all the proposed changes very carefully.

Key: Underlined text is new contract language
~~Strikethrough~~ text is existing contract language that is to be deleted
Regular text is existing contract language that is to remain as is

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 classroom teaching responsibilities:

- a. All non-block high school teachers shall have at least 425 minutes of planning time a week, of which 55 per week may be reserved for collaborative planning time. All high school teachers will have at least one 55-minute planning period per day scheduled during the student day.
- b. All block high school teachers shall have at least 525 minutes per week of total planning time, of which 90 minutes may be reserved for collaborative planning time. All block-scheduled high school teachers will have at least one 90-minute planning period per day scheduled during the student day.
- c. All middle school teachers shall have at least ~~525~~ 400 minutes per week of total planning time, of which ~~90~~ 50 minutes may be reserved for collaborative planning. All middle school teachers will have at least one ~~45~~ 50-minute planning period per day scheduled during the student day. Middle school teachers may use the passing time before and/or after their planning period to extend their planning time at their discretion.

The only change here is the middle school duty day which is being adjusted due to the district going to a 7-period day. The change makes the middle school day similar to that of the high schools and elementary schools (as the

<p>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. During their collaborative planning sessions, elementary school teachers may be required to attend <u>CSI school wide support team</u> meetings when discussing students assigned to their class.</p> <p>e. All SCTI high 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 SCTI adult student teachers or teachers who teach both high school and adult students shall have at least 375 minutes per week of total planning time, of which 55 minutes may be reserved for collaborative planning. All planning time must occur during the teacher duty day.</p> <p>f. Attendance at team meetings, department meetings, small learning community meetings, <u>school wide support team meetings</u>, parent meetings, IAT, LEP, IEP, 504, AIP meetings, training activities or mandatory meetings will not be part of a teacher's individual planning time unless agreed to by the affected teachers.</p> <p>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.</p> <p>h. <u>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.</u></p>	<p>high schools have dropped the block scheduling).</p> <p>Districts are required to offer character education programs by the state. They have been doing so for several years. This language recognizes the affect that may have on the schedule.</p>
<p>5. Teacher Duties</p> <p>All middle and high school teachers may be assigned other related duties during their collaborative planning time.</p>	
<p>D. General Guidelines</p> <ol style="list-style-type: none"> 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. The regular duty day can be extended for as long as needed in emergencies, which threaten the health or safety of students. All teachers shall be provided planning time as outlined in Section A of this article. Reasonable effort will be made to build <u>middle and high school master schedules with no more than three course preparations. A teacher's participation in activities associated with the Family Advocacy Initiative a state-mandated character education program is exempt from this provision. Teachers will not be expected to create lesson plans for these activities.</u> <u>Cost centers will be provided with IEP substitute days to be determined as follows: the number of total students with disabilities (SWD) divided by 8 equals the total number of substitute days allocated to the cost center for the IEP development process. These days or a portion thereof will be allocated to individual teachers based on their number of SWDs. The calculation of student FTEs will be based upon the second yearly FTE count reported to the State of Florida. Partial days may be taken at the discretion of the teacher with the approval of his or her principal. This section is subject to yearly re-openers due to</u> 	<p>This change limits the amount of course preparations that middle school teachers may have to 3 and makes clear that neither high school nor middle school teachers will be required to plan for the state-mandated character education courses.</p> <p>This language requires that ESE teachers be given released time to write</p>

<p><u>unexpected changes in its funding.</u></p>	<p>IEPs and attend IEP meetings.</p>
<p><u>ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF</u></p> <p>The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party. This language will take effect during the <u>2009-2010</u> school year.</p> <p>A. Sarasota County Induction Program (SCIP)</p> <ol style="list-style-type: none"> 1. All first year annual contract teachers or teachers possessing a temporary, one-year contract will <u>be assigned a SCIP Mentor and complete the 180 day SCIP.</u> 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 will be exempt from requirements of the SCIP program. 3. <u>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 90 day SCIP.</u> <p>B. Professional Rubrics Investing and Developing Educator Excellence (PRIDE)</p> <p>All teachers will be evaluated with the PRIDE, described herein. All the appropriate forms appear in Appendix E of this Agreement.</p> <p>Data collected during the Teachscape/PDA Classroom Walk-Through observation process may not be used as part of a teacher’s formal evaluation process.</p> <p>C. Level 1 Teacher</p> <ol style="list-style-type: none"> 1. Level 1, Year One Teachers <ol style="list-style-type: none"> a. All annual contract teachers or teachers possessing a temporary, one year contract will be considered to be on Level 1 of the PRIDE Teacher Appraisal <u>Evaluation System.</u> b. Prior to the first formal <u>PRIDE</u> observation, the teacher shall be familiarized with the PRIDE Teacher Appraisal <u>Evaluation System.</u> c. The approved evaluation form(s) for Level 1 teachers will be the PRIDE Teacher Appraisal <u>Evaluation</u> Form(s) (Appendix E). d. <u>With the exception of those teachers dismissed during the 97-day probationary period, all first year annual contract teachers hired prior to November 1 will receive one PRIDE Mid-Year Review and one PRIDE Final Evaluation. Teachers hired after November 1st, will receive one PRIDE Final Evaluation.</u> d.e. During the first 15 work days from a teacher’s hire date, <u>excluding pre-service days or holidays,</u> the administrator will conduct <u>observe the teacher using a the PRIDE Informal Observation (Short Form), using the PRIDE Informal Observation Checklist.</u> e.f. If performance concerns exist following the PRIDE Informal <u>Observation (Short Form),</u> the administrator will use the FPMS Summative Observation to 	<p>This is the current district practice that is being incorporated into contract language.</p> <p>These are clean-ups and slight revisions of the existing PRIDE language. It was our intent to make the language less punitive. We also added a fourth category of “Needs Improvement” to that evaluation and the accompanying rubrics.</p>

determine if action is warranted.

f. g. The first 97 days of the first year contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract. For the purposes of the probationary period, all “paid days” are counted (including paid days prior to the start of the instructional school year and after the end of the instructional school year, professional development/in-service days, and paid holidays).

h. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the 97-day period, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. ~~This-The IAP-process~~ will be initiated with a letter from the principal ~~alerting the teacher of the principal’s overall concern for his or her performance.~~ scheduling a meeting to discuss concerns. The Union will be ~~provided copies of all such letters and will be afforded the right to represent such affected employees;~~ receive a copy of the Notification Letter with an invitation to participate and represent the teacher at the IAP Meeting. ~~At the subsequent meeting an IAP will be developed for the teacher using school-based resources which may include, but not be limited to: school-based administrators, SCIP mentors, Data Coach, Literacy Coach, ESE Liaison, ESOL Liaison, and Behavior Specialist. 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 97-day determination is made but no less than four weeks from the inception of the IAP process. ~~Copies of each such IAP will be forwarded to the Professional Development Department for their review.~~

h. i The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, terminated during the 97-day probationary period, or be placed on a Performance Improvement Plan (PIP).

~~i. With the exception of those teachers dismissed during the 97-day probationary period, all first year annual contract teachers will receive two yearly evaluations. A Level One, Year One teacher who receives an unsatisfactory rating in half or more of the competencies in one or more of Domain(s) I, II or III will be afforded assistance through the PIP process. A first year teacher who receives two evaluations with half or more “Unsatisfactory” rating in one or more domains on the PRIDE may be non-renewed. Assistance via the PIP process will be provided to that teacher prior to such a determination.~~

~~j. If a first year teacher who has been on a PIP, is renewed and receives a final evaluation with half or more competencies rated as “Developing” or any “Unsatisfactory” rating in Domains I, II, or III on PRIDE, he or she will be provided assistance through the PIP process. If an administrator has documented performance concerns regarding a Level 1, Year 1 teacher, that teacher will be afforded assistance for a minimum of four months (with the exception of those hired after November 1) prior to the PRIDE Final Evaluation through the PIP process.~~

~~k. If in the opinion of the principal, performance concerns arise after the first evaluation, informal assistance will be provided to that teacher via the process specified in paragraph g, above.~~

~~k. Criteria for initiating a PIP:~~

- ~~(1) Half or more competencies rated as “Unsatisfactory” (in competencies identified by an asterisk*) in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist; or~~
- ~~(2) Half or more competencies rated as a combination of “Unsatisfactory” (in competencies identified by an asterisk*) and “Needs Improvement” in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist,~~
- ~~(3) In addition to the above criteria, if a competency without an asterisk is rated as “Unsatisfactory” or “Needs Improvement,” it may be included on the PRIDE PIP Checklist.~~

~~l. Teachers hired on or after November 1st, will receive only one annual evaluation, which will be the final evaluation. Steps outlined in ‘c’ through ‘h’ above will apply.~~

~~m. Teachers hired on or after November 1st who receive one evaluation with half or more “Unsatisfactory” ratings in Domains I, II, or III on the PRIDE may be non-renewed. Assistance via the PIP process will be provided to that teacher prior to such a determination.~~

l. Outcome of the Mid-Year Review:

- (1) Continue the PIP if the teacher meets the criteria listed in k.1 or k.2 above.; or
- (2) Revise the PIP if improvement or concerns in identified competencies are noted. If additional domain area(s) and/or competencies are identified by the principal (and meet the PIP criteria), the PIP will be revised at anytime as long as the teacher has had a minimum of four weeks prior to the PRIDE Final Evaluation to receive assistance; or
- (3) Conclude the PIP, if the teacher receives one or no “Unsatisfactory” rating (in competencies identified by an asterisk*) and has less than half “Needs Improvement” ratings in one or more domains (Domains I, II, and/or III).

m. Outcome of the PRIDE Final Evaluation:

- (1) Continue the PIP process for the following school year if the teacher receives one “Unsatisfactory” rating and any “Needs Improvement” ratings (in competencies identified by an asterisk*) in one or more PRIDE Domains (Domains I, II, and/or III).
- (2) Conclude the PIP if the teacher receives no “Unsatisfactory” ratings (in competencies identified by an asterisk*) and has less than half “Needs Improvement” ratings in one or more PRIDE Domains (Domains I, II, and/or III).
- (3) Non-renew the contract if the teacher meets PIP criteria (k.1 and k.2 above) on the Mid-Year Review and receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*) on the revised PRIDE Final Evaluation in documented PIP competencies (Domains I, II, and/or III).

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

2. ~~Level 1, Year Two-2, Three 3 and Four 4 Teachers~~

a. All annual contract teachers or teachers possessing a temporary, one year contract will be considered to be on Level 1 of the PRIDE Performance Evaluation System. In order to be considered a second year teacher, a teacher must have taught one day more than one-half the contract year in the previous school year.

b. Prior to the first PRIDE observation, the teacher shall be familiarized with the PRIDE Performance Evaluation System.

c. The approved evaluation form(s) for Level 1 teachers will be the PRIDE Performance Evaluation System Form(s) (see Appendix E).

d. Level 1, Year 2, 3, and 4 teachers will receive one PRIDE Mid-Year Review and one PRIDE Final Evaluation.

e. During the first 15 work days, excluding pre-service days or holidays, the administrator will conduct a PRIDE Observation (Short Form).

f. If concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation to determine if action is warranted.

~~a. Level 1, Year Two, Three and Four teachers will be evaluated at least twice yearly with the PRIDE Teacher Appraisal Form instrument. In order to be considered a second year teacher, a teacher must have taught one day more than one half the contract year in the previous school year.~~

~~b. If anconcerns exist following an informal observation, the administrator will use the FPMS Summative Observation to determine if action is warranted at which~~

~~time either an IAP or PIP may be written.~~

g. If an administrator has documented performance concerns regarding a Level 1, Year 2, 3, or 4 teacher, that teacher will be afforded assistance for a minimum of four months prior to the PRIDE Final Evaluation through the PIP process.

~~e. A PIP will be in effect for no less than four months prior to the final evaluation (which may include a second opinion evaluation) in any given school year. If a PIP has been in effect for less than four months, the PIP process will be continued into the next school year.~~

h. Criteria for initiating a PIP:

(1) Half or more competencies rated as “Unsatisfactory” (in competencies identified by an asterisk*) in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist; or

(2) Half or more competencies rated as a combination of “Unsatisfactory” (in competencies identified by an asterisk*) and “Needs Improvement” in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist.

(3) In addition to the above criteria, if a competency without an asterisk is rated as “Unsatisfactory” or “Needs Improvement,” it may be included on the PRIDE PIP Checklist.

~~d. i. Teachers who have been evaluated with half or more “Unsatisfactory” competencies in Domains I, II, or III will be offered the opportunity to participate in a PIP. This plan will be written by the staff of the Professional Development Department, based upon the evaluation of the principal.~~

The teacher will have the opportunity to give input into the interventions specified in his or her PIP. Teachers refusing assistance will be evaluated by the building principal with no right to a second opinion. A teacher’s decision to refuse a PIP may not be rescinded until the following school year.

j. Outcome of the Mid-Year Review:

(1) Continue the PIP if the teacher meets the criteria listed in h.1 or h.2 above.; or

(2) Revise the PIP if improvement or concern in identified competencies is noted. If additional domain area(s) and/or competencies are identified by the principal (and meet the PIP criteria), the PIP will be revised at anytime as long as the teacher has a minimum of four weeks prior to the PRIDE Final Evaluation to receive assistance; or

(3) Conclude the PIP, if the teacher receives one or no “Unsatisfactory” ratings (in competencies identified by an asterisk*) and has less than half “Needs Improvement” ratings in one or more PRIDE Domains (Domains I, II, and/or III).

~~e. By mutual agreement at any time during the school year, the teacher and principal may agree to develop an IAP or PIP prior to the teacher receiving an evaluation with half or more “Unsatisfactory” competencies in one or more domains rating on the PRIDE Teacher Appraisal Form.~~

~~f. Should the principal give the teacher a second “Unsatisfactory” rating as defined in Paragraph d above, in the same school year, a teacher’s performance on the PIP will be reviewed by a person selected by the superintendent of schools and the president of the SC/TA or their designees. Any independent evaluator should be free from any influence from either party to this Agreement and as such should engage in no ex parte communications with any of the parties prior to rendering his/her decision. If a new domain area is rated as “Unsatisfactory” by the principal, the PIP will be modified and the teacher will have a minimum of four weeks prior to the start of the second opinion evaluation. All such evaluation(s) will be completed before two weeks prior to the last day of student attendance. The second opinion evaluator will use the PRIDE Teacher Appraisal Form. A sustained “Unsatisfactory” rating will constitute grounds for non-renewal of the teachers’ annual contract.~~

k. Outcome of the PRIDE Final Evaluation:

(1) Conclude the PIP if the teacher receives one or no “Unsatisfactory” ratings (in competencies identified by an asterisk*) and has less than half “Needs Improvement” ratings in one or more PRIDE Domains (Domains I, II, and/or III). or

- (2) PIP Evaluation is unsatisfactory if the teacher meets PIP criteria (h.1 and h.2 above) on the Mid-Year Review and receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*) on the revised PRIDE Final Evaluation in documented PIP competencies (Domains I, II, and/or III).
- (3) If the teacher receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*), said teacher will have the right to an independent second opinion.
- (4) Two independent evaluators (as selected by the President of the SC/TA and the Superintendent of Schools) will provide an independent second opinion. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision. The revised evaluation form will be based on the principal’s evaluation and include the following ratings: Accomplished, Developing, Needs Improvement and Unsatisfactory. The evaluation is sustained if the teacher receives two or more “Unsatisfactory” ratings, (in one or more competencies identified by an asterisk*) by the majority of the evaluators.
- (5) All such evaluation(s) will be completed at least two weeks prior to the last day of student attendance. The second opinion evaluator will use the revised PRIDE Final Evaluation, based on the principal’s PRIDE Final Evaluation of documented PIP competencies. The evaluation is sustained if the teacher receives two or more “Unsatisfactory” ratings, (in one or more competencies identified by an asterisk*) and will constitute grounds for non-renewal of the teacher’s annual contract.

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

D. Level 2 Teachers

1. All Level 2 Teachers

- ~~1. a.~~ Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Level 2 teacher.
- ~~2. b.~~ 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.
- ~~3. c.~~ Prior to the ~~first formal~~ PRIDE Observation (Long Form), ~~of the teacher he/she shall~~ will be familiarized with the ~~PRIDE appraisal-Evaluation~~ PRIDE appraisal-Evaluation instruments, forms and procedures.
- ~~4 d.~~ Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply.

2. ~~Level Two~~ 2, Year 1 Teacher Performance Concerns

~~a. — Year One~~

- (1) ~~The principal will meet with any Level 2 teacher as soon as possible upon noting concerns with the teacher’s performance. At this meeting, the principal’s concerns with the teacher’s performance will be shared with the teacher.~~
- (2) ~~Following the above meeting, should the principal continue to experience concerns with the teacher’s performance, the principal will conduct an FPMS summative observation. The results of that summative observation will be shared with the teacher in question.~~
- (3) ~~Should the results of the summative observation support the principal’s concerns, the teacher and the Union will be provided an official notification of a meeting to discuss his or her performance. At that meeting an Internal Assistance plan (IAP) will be developed for the teacher using school based resources. A teacher will be offered the assistance of an IAP for a minimum of four work weeks and will continue until the time of the evaluation.~~

~~(4) If in the opinion of the principal, the performance concerns have not been sufficiently remediated, the teacher will be evaluated with the PRIDE Teacher Appraisal System. This evaluation will occur no later than January 15th in any given school year.~~

~~(5) Should the teacher subsequently receive a rating of “Unsatisfactory” in half or more of the competencies in one or more of Domains I, II, or III of the PRIDE Teacher Appraisal System, a PIP will be developed for that teacher.~~

~~(6) Additionally, if a teacher receives an evaluation with a rating of “Unsatisfactory” in half or more of the competencies in one or more of Domains I, II, or III after January 15th of a school year, the following school year will be Year One under the sub-section.~~

a. If concerns regarding the performance of a Level 2 teacher exist, the administrator will use the PRIDE Observation (Short Form).

b. If concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation to determine if action is warranted.

c. If an administrator has documented performance concerns on the PRIDE Observation (Short Form) and FPMS Summative, regarding a Level 2 teacher, that teacher will be afforded assistance for a minimum of four months prior to the PRIDE Final Evaluation through the PIP process.

d. Criteria for initiating a PIP:

(1) Half or more competencies rated as “Unsatisfactory” (in competencies identified by an asterisk*) in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist; or

(2) Half or more competencies rated as a combination of “Unsatisfactory” (in competencies identified by an asterisk*) and “Needs Improvement” in one or more PRIDE Domains (Domains I, II, and/or III), using the PRIDE PIP Checklist.

(3) In addition to the above criteria, if a competency without an asterisk is rated as “Unsatisfactory” or “Needs Improvement,” it may be included on the PRIDE PIP Checklist.

(4) Revise the PIP if improvement or concern in identified competencies is noted. If additional domain area(s) and/or competencies are identified by the principal and meet the PIP criteria, the PIP will be revised at anytime as long as the teacher has a minimum of four weeks prior to the PRIDE Final Evaluation to receive assistance.

e. Outcome of the PRIDE Final Evaluation:

(1) Continue the PIP if the teacher meets the criteria listed in d.1 or d.2 above. The teacher will continue on the PIP until the PRIDE Level 2 Evaluation in November of the second year of the PIP process; or

(2) Conclude the PIP if the teacher receives one or no “Unsatisfactory” ratings (in competencies identified by an asterisk*) and has less than half “Needs Improvement” ratings in one or more domains (Domains I, II, and/or III).

(3) PIP evaluation is unsatisfactory if the teacher receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*) on the revised PRIDE Final Evaluation in documented PIP competencies.

(4) Upon receiving two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*), the teacher will be offered a second opinion by an independent evaluator. The independent evaluator will be selected by the Superintendent of Schools and President of the SC/TA, or their designees. Any independent evaluator should be free from any influence from either party to this Agreement and as such should engage in no ex parte communications with any of the parties prior to rendering his/her decision.

(5) All such evaluation(s) will be completed at least two weeks prior to the last day of student attendance. The second opinion evaluator will use the revised PRIDE Final Evaluation, based on the principal’s revised PRIDE Final Evaluation of documented PIP competencies.

(6) The evaluation is sustained if the teacher receives two or more “Unsatisfactory” ratings, (in one or more competencies identified by an asterisk*) and the PIP will continue into the following school year.

f. 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.

B 3 Year Two

- (1) ~~The teacher will continue receiving assistance through the PIP process into Year Two of the assistance process. Each such teacher will be evaluated by December 1st on the PRIDE Teacher Appraisal system. If the teacher receives an “Unsatisfactory” rating in half or more of the competencies in one or more of Domains I, II, or III of the PRIDE, the teacher will be placed on a 90 day performance probation. During this period the teacher will be assigned an Educator Support Panel (ESP) to help improve the teacher’s performance. This panel is described below.~~
- (2) ~~Following the 90 calendar day (minus school holidays and vacation periods) performance probation the principal will conduct an evaluation of the teacher’s performance using the PRIDE Teacher Appraisal system. Should the principal again rate the teacher as “Unsatisfactory” in half or more of the competencies in one or more of Domains I, II, or III, the teacher will have the right to an independent second opinion. The second opinion will be rendered to by two independent evaluators selected by the two parties. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision. The teacher’s final evaluation will be determined by the majority rating of the evaluators.~~
- (3) ~~A Level 2 teacher with half or more of the competencies in one or more of Domains I, II, or III rated as Developing or an “Unsatisfactory” rating in any competency within Domains I, II, or III will continue to be provided assistance through the IAP process.~~
- (4) ~~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.~~
- (5) ~~Any PIP or NEAT process will be evaluated by the principal and two independent evaluators (as selected by the president of the SC/TA and the Superintendent of Schools). The success or failure of the NEAT process will be determined by a majority decision of the three evaluators on the PRIDE evaluation.~~
- (6) ~~Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article XXIII of this Agreement or a hearing held by the Department of Administrative Hearing (DOAH).~~
- (7) ~~Other than for procedural error, the initial evaluation of a Level 2 teacher is not subject to the grievance and arbitration process. All other procedures outlined in this Section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.~~

E. Educator Support Panel Process

1. ~~This process applies to Level 2 teachers who receive an “Unsatisfactory” rating in half or more of the competencies in one or more of Domains I, II, or III of the PRIDE.~~
2. ~~A panel, hereafter referred to as an Educator Support Panel (ESP), will be formed which will consist of one teacher, one building level administrator and one independent educator. Each panel will be selected from a pool of specially trained Instructional personnel. This pool will be selected by consensus, by the superintendent and~~

president of the Union or their designees. Each panel (constituted as described above) will also be chosen by consensus by the superintendent and Union president or their designees. The members of the respective Educator Support Panel may then select resource persons to assist them in developing and administering the PIP process. No teacher or administrator may serve on a panel for a staff member from their building.

3. Level 2, Year 2 Teacher Performance Concerns:

a. The teacher will continue receiving assistance into Year 2 through the PIP process. The teacher will be evaluated by November 15th on the revised PRIDE competencies documented on the PIP. The evaluation form will include the following ratings: Accomplished, Developing, Needs Improvement and Unsatisfactory.

b. Outcome of PRIDE Evaluation:

(1) If the teacher receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*) or a combination of “Unsatisfactory” and “Needs Improvement” ratings (in competencies identified by an asterisk *) in one or more of the PRIDE Domains (Domains I, II, and/or III), the teacher will be placed on a 90-day performance probation.

During the 90-day probationary period (minus school holidays and vacation periods), the teacher will be assigned an Educator Support Panel (ESP) to help improve the teacher’s performance. A new PIP will be written based on the evaluation described in the paragraph (a) above.

The panel, hereafter referred to as an Educator Support Panel (ESP), will be formed and consist of one school-based teacher, one building level administrator and one district-based teacher. Each panel will be selected from a pool of specially trained instructional personnel. This pool will be selected by consensus, by the superintendent and the union president, or their designees, the President of the SC/TA and the Superintendent of Schools. The members of the respective ESP may then select resource persons to assist them in the development and implementation of the ongoing PIP process. No teacher or administrator may serve on a panel for the staff member from their building. The evaluation form will include the following ratings: Accomplished, Needs Improvement, Developing and Unsatisfactory.

(2) Following the 90-calendar day performance probation period the principal will conduct an evaluation of the teacher’s performance using the revised PRIDE Teacher Evaluation Form based on documented PIP competencies.

(3) If the teacher receives two or more “Unsatisfactory” ratings (in competencies identified by an asterisk*), said teacher will have the right to an independent second opinion.

c. Two independent evaluators (as selected by the President of the SC/TA and the Superintendent of Schools) will provide an independent second opinion. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision. The revised evaluation form will be based on the principal’s evaluation and include the following ratings: Accomplished, Developing, Needs Improvement and Unsatisfactory. The evaluation is sustained if the teacher receives two or more “Unsatisfactory” ratings, (in one or more competencies identified by an asterisk*) by the majority of the evaluators.

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

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

F. E. Evaluation Responsibilities

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

G. F. Copies of the Evaluation Report

If the teacher declines to sign a completed 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.

H. G. 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 XXIII- GRIEVANCE AND ARBITRATION

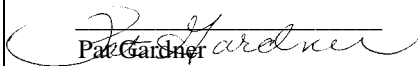

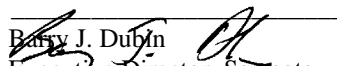
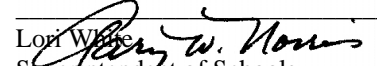
C. Rules

- 6. Neither the Board nor the Union will be permitted to assert before the Arbitrator any grounds or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step ~~Five~~ 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 ~~Four~~ Three (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step ~~Five~~ Four.
- 8. Any relief granted prior to Step ~~Three~~ 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 ~~Four~~ Three or Step ~~Five~~ Four if appropriate. Any relief granted prior to Step ~~Three~~ 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.
- 10. The Informal Step and Steps ~~One and Two~~ of the grievance procedure may be bypassed by mutual agreement of the grievant and the superintendent. The grievance shall then be brought directly to Step ~~Three~~ Two.
- 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.
- 18. The Union will be considered to be a party with standing in any grievance upon its request.

These changes represent a “clean –up” from changes we made in last year’s round of bargaining. Last year we deleted a step from the grievance process and failed to renumber the steps in the ”Rules” portion of the Grievance and Arbitration process. This change corrects that omission.

These changes make clearer to the reader what was always the understanding and intention of the parties.

<p><u>ARTICLE XXIV - PARTICIPATORY MANAGEMENT</u></p> <p>A. Organizational Structures</p> <p>1. School Site Management</p> <p>(1) The principal and Union chief building representative will provide an opportunity for staff, parents and students (high school level) to understand the provisions for governance in a Shared Decision Making/School Based Management school. Thereafter, the principal and Union chief building representative will cause an election to be held in which the school community members can choose to utilize a Shared Decision Making/School Based Management form of governance or an alternative form of governance to be determined. A two-thirds or more vote of the eligible voters (administrators, instructors, classified staff, elected parent leadership [i.e., PTO/PTA] and student leadership at the high school level) at the applicable centers is necessary for a school to begin developing a proposed Shared Decision Making/School Based Management plan of governance. Such a plan must also be approved by a two-thirds or more majority vote of the same constituents in order to be presented to the Restructuring Advisory Council (C this article) for approval.</p> <p>b. Under the provisions of either Shared Decision Making/School Based Management or an alternative governance structure, the following shall apply:</p> <p>(1) Each site organizational plan shall include the:</p> <p>(e) process for selecting chairperson(s) by the representative group, length of term, and the role of chairperson once the organizational plan has been accepted by the Restructuring Advisory Council (RAC);</p> <p>(d) (c) components for goal setting, ongoing training and evaluation,</p> <p>(e) (d) procedures for amending the plan,</p> <p>(f) (e) annual review and evaluation.</p> <p>E. Re-openers</p> <p>This article is subject to annual review.</p>	<p>This is a “clean-up” change. The Restructuring Advisory Committee has not existed in many years</p> <p>As this language has been in existence for many ears, we saw no reason to continue keeping it automatically open for re-negotiation on a yearly basis.</p>
<p><u>ARTICLE XXVIII - SALARIES</u></p> <p>A. Salary Schedule</p> <p>The salary of each teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof.</p> <p>B. The 2008-2009 <u>2009-2010</u> school year salary Agreement is as follows:</p>	<p>This language sets the salary agreement as full step and longevity movement with non across-the-board increase for the 2009-2010 school year. It also</p>

<p>1. Effective July 1, 2008, all teachers will receive an across the board increase of 1% and a 1% one time bonus to be paid no later than December 19, 2008, equal to each teacher's normal rate of pay for the 2008-2009 school year. The across the board increase will be added to the respective salary schedules the 1% cash bonus would be added to the salary schedule in the form of an across the board increase. This increase will not apply to earnings from the 2008 summer school program. The parties agree to re-open salary negotiations for the 2009-2010 school year should any of the following conditions be met:</p> <p>a.) the State of Florida Department of Education not receive the proposed federal stabilization funds for the 2009-2010 school year; or</p> <p>b.) there is no holdback of state funds by the Florida Legislature for the 2009-2010 school year; or</p> <p>c.) the cumulative holdback of funds by the Florida Legislature for the 2009-2010 school year exceeds 4%.</p>	<p>provides for three automatic salary re-openers should the district receive substantially more or less funding than it presently expecting.</p>
<p><u>ARTICLE XXXIV - DURATION OF AGREEMENT</u></p> <p>A. This Agreement shall be effective as of July 1, 2006 <u>2009</u>, and shall continue in effect until June 30, 2009-2012. This Agreement may be extended only in writing.</p> <p>B. This Agreement may not be assigned by either party.</p> <p>C. This Agreement is subject to salary and benefit re-openers for the 2007-2008 and 2008-2009 <u>2010-11 and 2011-12</u> school years.</p> <p>Contract language can only be reopened for negotiation if mutually agreed to by the parties.</p> <p>IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS TWENTY NINTH DAY OF NOVEMBER 2006 <u>SECOND DAY OF JUNE 2009</u>, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> Pat Gardner President, Sarasota Classified/ Teachers Association, Inc.</p> </div> <div style="width: 45%;"> <p> Caroline Zucker Chairperson of the School Board of Sarasota County, Florida</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p> Barry J. Dublin Executive Director, Sarasota Classified/Teachers Association, Inc.</p> </div> <div style="width: 45%;"> <p> Lori White Superintendent of Schools</p> </div> </div>	<p>This language changes the duration of the contract from 2006-2009 to 2009-2012. It is a three year contract with yearly salary and benefit re-openers. This duration is the same we have used for many years.</p>
<p><u>APPENDIX A - SALARY SCHEDULES</u></p>	

IMPLEMENTATION:

IMPLEMENTATION:

1. Credit for experience will be granted as follows:

a. ~~For newly hired teachers, (i.e., those not previously employed by the Board at any time prior to June 30, 2003), one step will be granted for each full year of full time teaching experience in any public school for which he or she received a satisfactory performance evaluation. In the case of newly hired or rehired teachers, service credit will not be given for those years of prior service which were applied towards retirement credit in the state(s) in which the teacher retired. one step will be granted for every three full years of teaching experience in any public school. The employee's initial step placement will then be one step above that determined herein.~~

b. The employee's initial step placement will then be one step above that determined herein. Teachers designated as "experts-in-field" will be placed on Step One of the Bachelor's lane. For purposes of salary credit, "public school" refers to grades PreK-12 in an accredited public school located in the United States or in a foreign country if in a U. S. government-affiliated program. In the case of teachers of Adult Education, public school PreK-20 experience will be accepted.

~~c. If a teacher is employed by the Board at any time prior to June 30, 2003, separates from service with the Board and is subsequently is re-employed by the Board, he or she will return to the step from which he or she left the 30-step schedule or, for those who separated from service while still on the 15-step salary schedule, the step on the 30-step salary schedule to which the teacher would have been converted had he or she been employed on June 30, 2003. Additionally, the teacher will receive credit for any full-time public school teaching experience for which he or she received a satisfactory performance evaluation that he or she might have accrued in the period between when he or she left service of the Sarasota District Schools and his or her rehire except as specified in 1(a), above.~~

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

7. Longevity Implementation:

j. ~~Any~~ employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given school year and must have served no fewer than 50 work days in an active duty capacity to be eligible to receive his/her longevity payment for that particular school year. Employees who separate from service from the Board prior to December 1 of any given school year, will not be eligible to receive that year's longevity payment.

SUPPLEMENT SALARY SCHEDULE 2006-2009
2009- 2012

IMPLEMENTATION:

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

This change alters the amount of salary credit new teachers in our district can receive.

This language closes a loophole in the present contract language that allows an employee to return from a leave-of-

A. Formula

1. Athletic/VPA Supplement Index Formula

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

- a. The number of weeks the supplement activity lasts.
- b. The percentage of students served in the supplement activity. This countywide percentage (not per school) has a maximum of five per cent and a minimum of one and one half per cent.
- c. The number of games, matches or performances during the supplement activity.

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

A. B. Head Coaches and VPA Directors Supplement Index

1. Athletic Supplements

Athletic Director	0.147	<u>.135</u>
Trainer	0.131*	
Football.....	0.133	<u>.12</u>
Basketball	0.114	<u>.10</u>
Base/Softball	0.108	<u>.095</u>
Track.....	0.090	<u>.08</u>
Tennis	0.078	<u>.065</u>
Golf	0.078	<u>.065</u>
Swimming	0.069 [‡]	<u>.055</u>
Wrestling	0.073 [‡]	<u>.065</u>
Weightlifting	0.057 [‡]	<u>.045</u>
Cross Country.....	0.066 [‡]	<u>.060</u>
Volleyball	0.084	<u>.070</u>
Soccer	0.084 [‡]	<u>.070</u>
Cheerleading - Fall	0.059	<u>.045</u>
Cheerleading - Winter/ Spring	0.101	<u>.055</u>

2. VPA Supplements

Musical D&TD.....	0.086	<u>.075</u>
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absence, work one day and receive the whole year's longevity payments.

There is no way to sugarcoat this change; it represents a decrease in nearly all supplements. Some outdated language was deleted and some new language was added to improve the readability and understandability of the language. These changes will bring our supplement levels more in line with those of other counties. It also reflects the shortened schedule of most sports recently enacted by the FHSAA.

Play D&TD.....	0.071	<u>.060</u>
Dance D&TD	0.074	<u>.060</u>
Vocal ensemble	0.050	
Road Show Director	0.070	

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

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

1. Assistant Coaches (Athletics)

Athletic Dir.....	0.104	<u>.090</u>
Football.....	0.095	<u>.085</u>
Basketball	0.090	<u>.080</u>
Base/Softball	0.085	<u>.075</u>
Track.....	0.067*	<u>.055</u>
Swimming	0.055*	<u>.045</u>
Wrestling	0.058*	<u>.050</u>
Weightlifting	0.044*	<u>.039</u>
Volleyball	0.066	<u>.055</u>
Soccer	0.068*	<u>.055</u>
Cheerleading - Fall Season	0.046	<u>.035</u>
Cheerleading - Winter/ Spring Season	0.079	<u>.045</u>
<u>Assistant JV/Freshman Football Coach</u>	<u>0.075</u>	
<u>Golf.....</u>	<u>0.025</u>	

2. VPA Musical Assistants

Vocal <u>and</u> Music Director	0.060	<u>.050</u>
Musical Director.....	0.060	
Accompanist.....	0.060	<u>.050</u>
Costumer/VPA music.....	0.060	<u>.050</u>
Choreographer/Madrigal	0.060	<u>.050</u>
<u>Road Show Choreographer.....</u>	<u>0.050</u>	

3. VPA Play Assistants

Costumer	0.050	<u>.040</u>
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4. VPA Dance Assistants

Assistant Choreographer	0.052	<u>.040</u>
Costumer	0.052	<u>.040</u>

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

~~C. D. Full Year Supplements—High School Activities~~

~~1. All full year supplements were factored using the following objective elements:~~

- ~~a. Percentage of students involved in a supplement activity.~~
- ~~b. The weekly hours required to fulfill a supplement.~~
- ~~c. The number of publications, performances, events, etc.~~

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

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

Musical	0.050	<u>.045</u>
Play	0.040	<u>.035</u>
Musical Assistant	0.040	<u>.035</u>
Play Assistant	0.030	<u>.025</u>

~~3. High School Full Year Supplements~~

Activity Coordinator.....	0.080	<u>.055</u>
Dramatics/Musical.....	0.050	<u>.045</u>
Play	0.040	<u>.035</u>
Forensics.....	0.080	<u>.060</u>
Newspaper	0.080	<u>.060</u>
Annual	0.080	<u>.055</u>
Concert & Jazz	0.060**	<u>.050</u>
Assistant Concert.....	0.040	
Jazz	0.050	
Marching	0.110**	<u>.100</u>
Assistant Marching.....	0.080	
Chorus	0.080	<u>.070</u>
Stage Band.....	0.060	
Orchestra	0.060	<u>.050</u>
Academic Olympics	0.080	<u>.060</u>
Special Olympics.....	0.040	

Equipment Manager	0.080	
Band Aux. (Pom Pom/Flags).....	0.080	<u>.070</u>
Business Manager (Athletics).....	0.080	
Career Tech Student Organization Advisor.....	0.080	<u>.040</u>
Other.....	0.080	
<u>Marching Percussion</u>	<u>0.040</u>	

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

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

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

D.E. Pre-Season Coaching Supplements

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

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

Athletic Director.....	0.096	<u>.088</u>
Golf	0.060	<u>.042</u>
Tennis	0.060	<u>.042</u>
Basketball	0.068*	<u>.065</u>
Track.....	0.066*	<u>.052</u>
Intramurals.....	0.060	<u>.025*</u>
Volleyball	0.060	<u>.046</u>

* No commensurate high school activity

F. G. Middle School Assistant Coaches

Basketball	0.051*	<u>.052</u>
Track.....	0.050*	<u>.036</u>
Golf	0.045	<u>.016</u>
Volleyball	0.045	<u>.036</u>

G. H. Middle School Full Year Supplements

Annual	0.080	<u>.060</u>
<u>Annual (part of Encore Class)</u>	<u>0.025</u>	
Newspaper	0.080	<u>.025</u>
Band	0.060	<u>.040</u>
Chorus	0.060	<u>.040</u>
Orchestra	0.040**	
Jazz Band (not Encore).....	0.040**	
Career Tech Student Organization Advisor.....	0.080	<u>.030</u>
Drama	0.060	<u>.040</u>

VPA

<u>Dance.....</u>	<u>0.040</u>
<u>Creative Writing.....</u>	<u>0.040</u>
<u>TV/Film Production.....</u>	<u>0.040</u>
<u>Visual Art.....</u>	<u>0.040</u>

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

H. I. Elementary School Full Year Supplements-Flexible Supplements

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

GENERAL GUIDELINES:

- A. ~~To be eligible for a supplement, faculty members, except for department chairpersons, must be scheduled for a regular class load. Supplements represent pay for work performed outside the duty day. To find the amount of supplement, multiply the index of the supplement by the Supplement Salary Lane (Bachelors column salary less 7.1%) effective July 1, 2009 according to the number of years experience in a particular position or activity. Verification of experience will be required for anyone initially appointed after July 1, 1977. Experience credit will only be granted for prior service in that supplemental sport or activity in the Sarasota District Schools. No outside experience credit will be granted. In coaching, an assistant coach moving to a head coaching position in another sport will start on Step One. A head coach who moves to an assistant coaching position in another sport will begin on Step One. An assistant coach moving to a head coaching position in the same sport will advance one step and will receive the head coaching index times the base of that step in the Bachelors Supplement Salary Lane column. For purposes of determining salary step, the athletic director's position shall be considered in the same manner as the head coach. He/she will receive an increment one step above that which he/she received as a coach. 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.~~

~~The parties agree to jointly appoint a committee to review supplement levels and to share their recommendation with next year's bargaining teams.~~

- 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-

Except as provided below, 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 or SLC chair) on the following chart:

<u>20+ members</u>	<u>\$4,000</u>
<u>15-19 members</u>	<u>\$3,500</u>
<u>10-14 members</u>	<u>\$2,500</u>
<u>3-9 members</u>	<u>\$1,500</u>

Middle School Team Leaders will be compensated based on the following chart:

<u>3+ person team</u>	<u>\$1,200</u>
<u>2-person team</u>	<u>\$600</u>

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. Department Chairpersons in high schools (in teams of three or more teacher units) shall be paid .006 of the Bachelors schedule for each teacher unit in his/her department, grade level, or team. The chairperson will count himself/herself as a teacher unit and anyone else who does most of his/her teaching in the department, grade level, or team.~~
- ~~2.~~3. 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. ~~The team leader's index is based on the existing formula (.006 per teacher in his/her department, grade level, or team including him/herself) with step increments added yearly.~~ 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.~~4. Department Heads for School Psychologists and Social Workers will be paid in accordance with the above guidelines ~~except the index shall be multiplied times Step One of the Teacher's salary schedule~~ with the appropriate supplement added.
- ~~4.~~5. 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. ~~The SLC index is based on the existing formula for team leaders (.006 per teacher in the Small Learning Community, including himself/herself) with step increments added. This index applies to middle schools and high schools only.~~

- 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 — CERTIFIED NeXt GENERATION TEACHERS

- A. ~~The parties recognize that although student performance in our district is among the highest in the State of Florida, there is a continuing need to work collaboratively to further increase the achievement of all students in Sarasota County. The parties agree that providing teachers with advanced research based training and professional development designed to give them additional pedagogical skills can be an important and effective component in increasing both student achievement and enhancing teachers' professional satisfaction. Accordingly, the parties will work together during the 2005-06 school year to develop a mutually agreed upon plan, known as NeXt Generation Teacher, designed to lead to district certification of all Sarasota County teachers. The plan may include but is not limited to the following elements:~~
- 1. ~~Advanced professional training to ensure teachers practice effective teaching strategies including:

 - a. ~~Planning and developing lessons by using data and district standards;~~
 - b. ~~Differentiated instruction;~~
 - c. ~~Curriculum mapping;~~
 - d. ~~Cooperative learning;~~
 - e. ~~Project based instruction;~~
 - f. ~~Developing common assessments;~~
 - g. ~~Collaborative planning skills;~~
 - h. ~~Student engagement; and~~
 - i. ~~Effective utilization of technology.~~~~
 - 2. ~~Development of an evaluation rubric to assist in the determination of when a teacher has achieved proficiency in required teaching strategies leading to designation as a Sarasota County Certified NeXt Generation Teacher.~~
 - 3. ~~Agreement on what proficiencies a teacher must evidence to qualify as NeXt Generation certified.~~
 - 4. ~~Creation of an oversight committee whose responsibility it will be to determine when a teacher should be granted certification.~~

This proposed change deletes some contract language associated with a program that was never implemented.

<p>5. Compensation levels for teachers for attending advanced professional training and for becoming a Sarasota County Certified NeXt Generation Teacher.</p> <p>6. The term of certification and a process for recertification.</p> <p>7. Requirements and timeline for teachers newly hired by the Sarasota County School Board prior to reaching a professional services contract.</p> <p>8. Steps to be taken to assure all Sarasota County teachers will have the opportunity to become NeXt Generation certified.</p> <p>9. A timeline for the full implementation of the NeXt Generation Teacher plan.</p>	
<p><u>APPENDIX B C – ADMINISTRATIVE INTERNS</u></p> <p><u>APPENDIX C D - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK</u></p> <p><u>APPENDIX D E– PERFORMANCE EVALUATION FORMS</u></p> <p><u>APPENDIX E F- GRIEVANCE REFERRAL FORM</u></p> <p><u>APPENDIX F G - SUMMER SCHOOL</u></p> <p><u>APPENDIX G H - STUDENT DISCIPLINE REFERRAL FORM</u></p> <p><u>APPENDIX H I– EMPLOYEES OF CHARTER SCHOOLS</u></p> <p><u>APPENDIX I J – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND ANNUAL LEAVE/VACATION PAY</u></p> <p><u>APPENDIX J K - MEMORANDA OF UNDERSTANDING</u></p>	<p>These changes represent re-lettering of the various Appendices of the contract.</p>