

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 V - TEACHER RIGHTS

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.

ARTICLE IX - TEACHER DUTY DAY

D. General Guidelines

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.

ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

General Rules

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.

ARTICLE XII - TEACHER CONTRACTS

~~JK.~~ Certification

Teachers will hold the appropriate certification for all classes taught unless approved for out-of-field by Human Resources ~~agreed to by the principal 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 ~~they are~~ 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. ~~principal of their intent to drop the certification prior to the completion of the school budgeting process.~~ 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 following that notification, the district may place the teacher in that certification area for the coming school year.

L. 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 (Pre K-Primary or Elementary Educations 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.

ARTICLE XIV - REDUCTION IN FORCE

C. Procedures.

1. Retention - Instructional staff shall be certified and/or qualified for the position held.
2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the appropriate certification and endorsement (where required by the State) 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.
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 ~~the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin toss.~~ (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 tie-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.

ARTICLE XVIII – MAINTENANCE OF CLASSROOM DISCIPLINE

A. ~~General Responsibility~~

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

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

1. ~~Establish classroom rules of conduct.~~

- ~~2. Establish and implement consequences designed to change behavior, for infractions of classroom rules.~~
- ~~3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.~~
- ~~4. Assist in enforcing school rules on school property, on school sponsored transportation, and during school sponsored activities.~~
- ~~5. Request and receive information as to the disposition of any referral to the Administration for violation of classroom or school rules.~~
- ~~6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.~~
- ~~7. Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.~~
- ~~8. Press charges if a crime has been committed against the teacher or other Instructional personnel on school property, on school sponsored transportation, or during school sponsored activities.~~
- ~~9. Use reasonable force to protect himself/herself, or others from injury.~~

~~2. Right of Teacher to Refer Students~~

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

~~C. Disruptive Students~~

~~1. General Guidelines Regarding Physical Force~~

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

~~3. Removal of Student from Class~~

~~A teacher may remove from class a student:~~

- ~~a. who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or~~
- ~~b. whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.~~

~~4. Student Placement Review Committee~~

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

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

~~the third highest vote total will serve as the alternate.~~

~~(2) One member of the school's staff who is selected by the Principal.~~

~~5. Alternative Class Placement~~

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

~~6. Professional Development Classes Mandated~~

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

~~7. Battery and/or Assault Upon a Teacher~~

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

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

~~(2) The Principal shall assist the teacher in notifying the proper law enforcement officials.~~

~~b. A teacher upon whom an act of battery or assault has been committed, who presses charges against his/her assailant, shall have his/her days of court appearance designated as non-attendance days with pay.~~

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

~~D. Teacher/Staff Notification~~

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

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

~~E. False Accusations Against Teachers~~

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

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 from 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.

B.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 or Alternative Governance Management Team in the manner provided in Article XXIV (Participatory Management).

2. Discipline Referral Form

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

3. Right of Appeal

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

ARTICLE XXI - PAID LEAVES OF ABSENCE

A. Categories of Paid Leaves

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

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

cd. The teacher may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above illness-in-the-line-of-duty leave.

de. 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.

7. ~~Annual Leave~~ 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 ~~annual~~ leave in accordance with the provisions of the Classified Bargaining Unit Agreement, Article XVII – Paid Leaves, G. ~~Annual Leave~~ 12-month Employees. ~~Annual~~ 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.

ARTICLE XXII – UNPAID LEAVES OF ABSENCE

A. Categories of Unpaid Leaves

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 ~~their injury~~ 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.

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 ~~March 1st~~ 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 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.

ARTICLE XXIII- GRIEVANCE AND ARBITRATION

C. Rules

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.

ARTICLE XXVIII - SALARIES

B. The ~~2013-2014~~ 2014-2015 school year salary agreement is as follows:

All teachers who receive a Highly Effective or Effective overall TES evaluation score or a Highly Effective or Effective rating on either portion of the TES in the 2013-14 school year will receive a performance supplement equal to 2.5% of their daily rate of pay. Any teacher receiving the performance supplement will be paid one half of the supplement on his or her December 31, 2014 paycheck and the remainder on his or her June 15, 2015 paycheck. To qualify for the December performance supplement payment, the teacher must be in a paid status during the pay period November 29 - December 11, 2014. To qualify for the June performance supplement payment, the teacher must be in a paid status during the pay period of May 17, 2015 – June 1, 2015.

In the event the base student allocation equals or exceeds \$4,164 for the 2015-16 school year, 1.25% will be added to the salary schedules effective July 1, 2015.

6. Withholding of Pay

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

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.

ARTICLE XXXIV - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, ~~2011-2014~~, and shall continue in effect until June 30, ~~2014-2017~~. 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 ~~2012-2013~~ 2015-2016 and ~~2013-2014~~ 2016-2017 school years.

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 ~~SECOND DAY OF JUNE 2011~~ NINTH DAY OF DECEMBER 2014, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

APPENDIX A - SALARY SCHEDULES

INSTRUCTIONAL SALARY SCHEDULE

IMPLEMENTATION:

2. Credit for salary purposes will be granted for:
 - c. Credit for courses earned beyond a Bachelor's or Master's degree (i.e., BA+30 or MA+45) will be granted only for those courses taken after the actual date of conferral of the previous degree. Such lane advancement will be granted upon the teacher's request ~~after verification by the Board. There will be no retroactive payment adjustment in these cases.~~ and verification of completion of credits by college transcripts and/or in-service record. Lane advancement will be effective the first working day following the verification of credits. The salary adjustment will be retroactive to the posted end date of the final required courses within the current school year.

APPENDIX D – PERFORMANCE EVALUATION FORMS

SEE ATTACHED FORMS:

Category 1 (Only): PRIDE Document Checklist and Review Form Classroom Instructional
Management Proposal 6a – Instructional – July 2, 2014

Collaborative Planning Team – Action Plan to Enhance Student Learning
Management Proposal 6b – Instructional – July 2, 2014

Category 1: PRIDE Pre-Conference Form and Lesson Plan Guide Classroom Instructional (Non-Classroom Instructional – Optional)
Management Proposal 6c – Instructional – July 2, 2014

PRIDE Post Observation Conference Form Classroom and Non-Classroom Instructional
Management Proposal 6d – Instructional – July 2, 2014

PRIDE Rubric – Classroom Instructional
Management Proposal 6e – Instructional – July 2, 2014

APPENDIX F - SUMMER SCHOOL

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.