

**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 IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

C. Union Meetings and Activities

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

This is a portion of the contract we have never made use of but comes under attack as wasteful. We thought it best to take it out as we never have used it.

F. Time for Union Representatives

1. Whenever possible, the Senior Representative or designee will be relieved from homeroom duties. The building administrator shall have the right to assign an alternate teacher or paraprofessional to the homeroom duty without recourse to the grievance procedure.
2. The SC/TA Board will release employees from duty at the SC/TA's request, providing such release does not adversely affect the delivery of instructional services to students. ~~will be allocated a total of 100 days per semester of Board paid released time for either Instructional or Classified Bargaining Units. The SC/TA may allocate those days at their discretion. Should the SC/TA exceed the 100 days, they~~ The SC/TA will reimburse the Board for all additional released days at the

With this change the district is no longer funding union released days. The SC/TA has more than sufficient funds to pay its own days and does not need or want the public to assist it in

<p>appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.</p> <p>Management shall not deny the use of these days except for good cause.</p> <p><u>P. Ratification Costs</u></p> <p><u>The parties agree to equally incur the cost of reproduction and dissemination of information associated with the ratification of a negotiated contract including but not limited to released time for election monitoring, transporting ballots and the mileage costs associated with that transport.</u></p>	<p>any way.</p> <p>This language makes it clear that the two sides will share equally in the cost of negotiations.</p>
<p><b><u>ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF</u></b></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. <u>The parties agree changes may occasionally be necessary to this Article as more information and experience becomes available. As such the parties have the right to alter the Article by mutual consent during the term of this Agreement. Any such changes will be immediately communicated to the members of the bargaining unit and will be added to the next ratification package for the approval of the parties.</u></p> <p>C. Value Added/Student Learning Gain Data</p> <p>Methodology:</p> <p>The percentage and composition of the student data component derived from the value added formula for each teacher's evaluation is expressed below:</p> <p><b>1. Classroom teacher, <u>majority who has either 10 or more students or 30% or greater of his/her students take state or district-identified assessment in subject area taught by teacher</u></b></p> <p><del>The teacher's evaluation will be based 50% on PRIDE, 50% on the state's value added data based upon their students' state assessment (e.g., FCAT) scores. When three years of this data is not available for each teacher, the proportions will alter to 60% on PRIDE and 40% value added data.</del></p> <p><u>The teacher's evaluation will be based 50% on PRIDE, 50% of the gains of students assigned to the teacher on a district-identified or statewide assessment when available in the teacher's subject area.</u></p> <p><u>When three years of data is not available for each teacher, the proportions will alter to 60% on PRIDE and 40% student gains data. If not using a statewide assessment, the measure to be employed at each grade level and subject area must be agreed to by the parties.</u></p> <p><b>2. Classroom teacher, <u>other than a teacher included in Paragraph 1, who has a majority of students taking a state or district identified state assessment but in a other subject area other than that taught by teacher</u></b></p> <p>The teacher's evaluation will be based 50% on PRIDE, 50% on <del>student</del> <u>the gains of students assigned to the teacher</u> on a district-wide <del>standardized test identified</del> or statewide assessment when available. When three years of data is not available for each teacher, the proportions will alter to 60% on PRIDE and 40% student gains data. If not using a statewide assessment, the measure to be employed at each grade level and subject area must be agreed to by the parties. <del>If a district wide</del></p>	<p>This language gives us the power to make changes to this Article "on the fly" as more facts become available on the value added model. We must immediately inform you of any such changes and must bring them out to ratification as part of the next ratification package. Normally we would not propose language like this but there are so many unknowns associated with evaluating teachers on value added scores we thought we needed the flexibility to make changes quickly as more and more information becomes available.</p> <p>This change enables us to use the teacher's actual students' data to the greatest extent possible.</p>

<p>standardized test or statewide assessment does not exist, teachers in this group will be evaluated as in number 3, below.</p> <p><b>3. <u>All other classroom teachers not included in Paragraphs 1 or 2, majority of students do not take state assessment</u></b></p> <p>The teacher's evaluation will be based 50% on PRIDE, 50% on student gains on a set of measurable learning targets, until such time that a district-wide test is available, agreed to in advance between the parties. When three years of data is not available for each teacher, the proportions will alter to 60% on PRIDE and 40% measurable learning targets. A list of acceptable measurable learning targets to be employed at each grade level and subject area must be agreed to by the parties.</p>	
<p><b><u>ARTICLE XXVIII - SALARIES</u></b></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 <del>2011-2012</del> <u>2012-2013</u> school year salary Agreement is as follows:</p> <ol style="list-style-type: none"> <li><del>The parties agree that teacher will not be compensated for step and longevity progression for the 2011-12 school year.</del> <u>Teachers will receive their normal longevity progression for the 2012-13 school year and will be advanced an additional longevity step to compensate for any longevity progression not granted for the 2011-2012 school year.</u></li> <li><u>Any teacher not receiving a salary increase due to longevity progression will receive a cash bonus equal to three percent (3%) of Step Zero of the teacher's current salary lane. Any teacher receiving this bonus will be paid one half of that bonus on his or her December 14, 2012 paycheck and the remainder on his or her June 14, 2013 paycheck. To qualify to receive the bonus payment on December 14, 2012, the teacher must have worked at least 50 days prior to December 14, 2012 and be in a paid status during the pay period (November 16-29, 2012). To qualify to receive the bonus payment on June 14, 2013, the teacher must have worked at least one-half the year plus one day and be in a paid status during the pay period (May 17-June 1, 2013). There will be no proration of these bonuses for teachers working less than a complete school year.</u></li> <li><del>The Board will close all schools and Board offices for two work days during the 2011-2012 school year. Specific days will be chosen following consultation with the union but will occur during the 196-day teacher year but not on days of student attendance. Teachers will not be required to work on the two days in question, thus decreasing their contracted work year from 196 to 194 days.</del></li> <li><u>The Board agrees to grant all teachers two compensatory days for the 2012-13 school year. These days will be taken by all staff on Monday, August 13, 2012 and either Tuesday, June 4, 2013 for 196-day staff or Friday, June 7, 2013 for 220-day and 240-day staff. All work sites will be closed on Monday, August 13, 2012 and Friday June 7, 2013.</u></li> <li>Teachers will have the opportunity to receive up to 3.25% (three and one-quarter per cent) of the teacher's normal yearly salary per school year to support collaborative school improvement activities. The procedures governing the allocation and approval of these days are outlined in Article IX, Section C of this Agreement.</li> </ol>	<p>Below is the 2012-13 salary agreement. Read it carefully!</p> <p>Teachers will make up the longevity progression that was not granted for this school year.</p> <p>All teachers will receive the same relative salary increase. Some will receive it in the form of a longevity increase, others as a bonus paid over two payments. The increase for everyone is 3% of Step Zero of their own pay lane. This equals an average increase of 2.2%.</p> <p>Each teacher will be granted two compensatory days. These are the opposite of furlough days. You needn't work these days but you are paid for them (i.e., you are not docked for taking off)!</p>

<p>5. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.</p> <p>6. Step raises are negotiable yearly.</p> <p><del>7. Furthermore, the parties agree to include on each teacher's paycheck, the percentage of the total operating fund revenues that are provided by referendum funds and to reflect that proportion in each teacher's paycheck.</del></p> <p>C. Longevity Schedules</p> <p>The longevity schedules contained herein will appear on the salary schedules. Those payments will apply toward retirement credit with the Florida Retirement System.</p> <p>D. Method of Payment</p> <p><del>This language is subject to re-negotiation should the school calendar change and the first student day occur after August 20<sup>th</sup> of any given year.</del></p> <p>1. Number of Payments</p> <p>Each teacher will be paid in 24 installments.</p> <p>2. Pay <del>Days</del> <u>Dates</u></p> <p><u>196-day teachers: Beginning with the last <del>week</del>working day of August, pay<del>days</del> <u>dates</u> shall be the fifteenth and last <del>working</del> <u>working</u> weekday of each month.</u></p> <p><u>220-day teachers: Beginning with August 15<sup>th</sup>, pay dates shall be the 15<sup>th</sup> and the last weekday of each month.</u></p> <p>12-month teachers will be paid semi-monthly.</p> <p><u>The first 196-day teacher pay date is the last weekday of August. However, should the teacher work year be adjusted in such a manner that the first teacher work day occurs before August 5<sup>th</sup> in any given year, the first pay date will become August 15<sup>th</sup>. Should the first teacher work date occur after August 20<sup>th</sup> in a given school year, the first teacher pay date will be September 15<sup>th</sup>.</u></p> <p>3. Exceptions</p> <p><del>When a pay<del>day</del> <u>date</u> falls on or during a school <u>federal</u> holiday <del>regularly scheduled vacation</del> or weekend, teachers shall receive their paychecks on the last previous <del>week</del> <u>working</u> day.</del></p> <p>4. Direct Deposit</p> <p>All teacher pay will be directly deposited into his or her checking or savings account.</p> <p>5. Final Pay</p>	<p>Teachers' pay is no longer directly tied to specific referendum funding.</p> <p>With this language we are trying to make the pay dates clear and pre-set no matter what should happen to the school calendar in the years ahead. The one significant change is that pay dates will be made more consistent. There will be no paycheck before a school recess like in the past. Pay dates will remain the 15<sup>th</sup> and last day of the month even when teachers are on Winter or Spring recess. This avoids the Payroll Department paying staff overtime to issue checks sooner than usual.</p>
---	--

Each 196-day teacher will receive ~~two~~ three paychecks ~~on the last working day of the school year by June 15<sup>th</sup>~~. The remaining paychecks shall be disbursed to the teacher no later than June 30<sup>th</sup>.

Each 220-day teacher will receive two paychecks by June 15<sup>th</sup> and the remaining paychecks will be disbursed to the teacher by June 30<sup>th</sup>.

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 ~~6~~ 7 below. Withholding of checks for failure to submit all required health examinations and tests, ~~chest x-ray, tuberculin patch test~~, 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.

**ARTICLE XXXIII - TOBACCO POLICY**

- A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased to, the School Board.
- B. Each cost center head shall establish an area on the cost center's campus to be the designated area of the use of tobacco products. This designated area may not be contained within any building owned by, or leased to, the School Board and may not be located in any area which is normally in view of students or the public.
- C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco free in accordance with those procedures outlined in Article XXIV, ~~Section E,~~ of this Agreement.
- D. Non-school work sites may elect to make their site a tobacco-free environment by a majority secret ballot vote of those casting ballots. A vote will be triggered by a petition sent to the superintendent including 10% or more of the employees assigned to the work site (a work site may be constituted by multiple cost centers housed in the same physical location). There will be no more than one vote per school year. A work site can change its selection by conducting a subsequent vote.

This language will enable non-school work sites to vote to make their work sites tobacco-free should they choose.

**APPENDIX A – SALARY SCHEDULES**

Instructional Longevity

LONGEVITY SALARY GROUPING YEARS OF SERVICE	<del>1996-97 (AND THEREAFTER)</del> PERCENTAGE OF BASE
10 TO 12 YEARS	3%
13 TO 15 YEARS	6%
16 TO 18 YEARS	9%
19 TO 21 YEARS	12%
22 TO 24 YEARS	15%
25 TO 27 YEARS	18%
28+ YEARS	21%

These changes were made to update the language and make it more understandable.

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

7. Longevity Implementation:

- a. Longevity payments are available to only those teachers with an effective date of hire prior to July 1, 2011.
- b. Longevity payments will be based upon total time of employment as an appointed employee (except as modified below) with the School Board of Sarasota County as a member of either the Instructional or Classified Bargaining Units. In cases where service has been broken, there will be no recapture of service for the purpose of longevity payments. This provision does not apply to employees who switch bargaining units and remain in continuous employment with the Board. Employees previously given recapture credit will be allowed to retain that credit.
- c. For purposes of determining the length of continuous service for longevity purposes, an employee must have worked in an active duty capacity, one day more than one-half of a normal work year. Multiple partial years of service may not be combined. Active service is defined to include time on duty plus any time the employee is on any form of paid leave or Worker’s Compensation leave.
- d. Longevity payments are calculated by multiplying the appropriate percentage of base multiplier (~~found in Appendix A of the respective agreements~~) by the Step 0 amount of the employee’s present salary lane. The longevity salary schedules are found in Appendix A of the respective agreements. ~~, including any appropriate position supplement. (This does not include lead teacher supplements.)~~
- e. ~~Each employee must have entered the appropriate longevity salary grouping by October 1 of any given school year in order to qualify for that grouping’s bonus payment. For example, for an employee to qualify for the 19 to 21 year grouping, he/she must have started his/her nineteenth year of service prior to October 1.~~

On July 1<sup>st</sup> of any given school year, each eligible employee will be placed into the appropriate longevity salary grouping as follows:

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

\* As defined in “c” above.

- f. Less than full-time employees during the year of the payment will receive the appropriate 0.6 longevity payment proration.
- g. Longevity payments will be considered as salary for purposes of the Florida Retirement System.
- h. Longevity payments will be divided by 24 and added to each paycheck effective with the 2012-2013 school year. Should a teacher separate from employment or be in a non-paid status during the school year, s/he will not be entitled to any further longevity payments until such time as s/he returns to duty in an active paid status.

We have relaxed the October 1<sup>st</sup> deadline. Now you must have only completed one day more than half a year of service to receive credit for that year.

Employees on unpaid leave will not

- i. Longevity payments will be taxed as regular earnings.
  - j. Longevity payments will be based upon a normal work year (e.g., teachers and consultants, 196 days; psychologists, social workers, and teacher trainers, 220 days; grandfathered 240 day employees, 240 days, etc.). Summer school teaching service and extra duty days will not apply in that calculation.
  - k. ~~An 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 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. This section will be deleted effective July 1, 2012.~~
- Note:** Effective July 2, 2007, all Instructional and Classified Salary Schedules will be renumbered from the current 1-30 to 0-29, with no employee being paid on Step 0. Step 0 will be used for computation of longevity only.

receive longevity payments.

**APPENDIX D – PERFORMANACE EVALUATION FORMS**

Classroom Teacher Evaluation Form

The are the updated teacher and non-classroom teacher evaluation forms.

School Year	School					<b><u>Comments</u></b>
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Position						
Evaluator		0	1	2	3	
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total (24 Possible Points)</b>
I. 1. Establishing High Expectations for Student Learning and Work (1)						
I. 2. Creating an Environment of Respect and Rapport (2)						
I. 3. Organizing the Physical Environment (0.5)						
I. 4. Managing Classroom Procedures (2)						
I. 5. Managing Student Behavior (2)						
I. 6. Modeling Oral and Written Communication Skills (0.5)						
<b>Domain II. Planning for Success</b>						<b>Domain II Total (34.5 Possible Points)</b>
II. 1. Demonstrating a Deep Knowledge of Content (2)						

II. 2. Aligning Instructional Objectives to District Curriculum and Learner Outcomes (2)						
II. 3. Using Data to Attend to Individual Student Needs (1.5)						
II. 4. Planning Formative and Summative Assessments (2)						
II. 5. Determining Strategies for Meaningful/Coherent Instruction (2)						
II. 6. Using Instructional Time Effectively (2)						
<b>Domain III. Instructing &amp; Assessing for Student Achievement</b>						<b>Domain III Total (34.752 Possible Points)</b>
III. 1. Engaging Students in Learning (1.5)						
III. 2. Varying Instruction to Meet Student Needs (1.75)						
III. 3. Using Quality Questions and Discussion (0.834)						
III. 4. Monitoring Student Performance (2)						
III. 5. Adjusting and Monitoring Instruction to Enhance Achievement & Student Mastery (2)						
III. 6. Planning Interventions and/or Locating/Utilizing Resources to Increase Student Achievement and Meet Goals (2)						
III. 7. Using Traditional and Alternative Assessments to Increase Achievement (0.75)						
III. 8. Using Technology to Support Learning (0.75)						
<b>Domain IV. Communicating Professional Commitment</b>						<b>Domain IV Total (6.75 Possible Points)</b>
IV. 1. Complying with and Implementing all Federal and State laws, as well as District Policies and Procedures (0.75)						
IV. 2. Taking Responsibility for Professional Development <ul style="list-style-type: none"> <li>• IPDP written</li> <li>• IPDP reviewed, monitored &amp; evaluated by teacher and administrator</li> </ul> (0.5)						
IV. 3. Collaborating with Colleagues for Student Progress (0.5)						
IV. 4. Developing Positive Relationships with Families & Community (.05)						
<b>TOTAL</b>						

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

Non-Classroom Teacher Evaluation Form

School Year	School					<u>Comments</u>
Name		Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective	
Position						
Evaluator		0	1	2	3	
<b>Domain I. Creating a Culture for Learning</b>						<b>Domain I Total (24 Possible Points)</b>
I. 1. Establishing High Expectations for Learning and Work (1)						
I. 2. Creating an Environment of Respect and Rapport (2)						
I. 3. Organizing the Physical Environment (0.5)						
I. 4. Managing Procedures in the Professional Setting (2)						
I. 5. Managing Participant Behavior (2)						
I. 6. Modeling Oral and Written Communication Skills (0.5)						
<b>Domain II. Planning for Success</b>						<b>Domain II Total (34.5 Possible Points)</b>
II. 1. Demonstrating Knowledge of Current Trends in Program Area and Professional Practice (2)						
II. 2. Aligning Program Objectives to School/District Goals (2)						
II. 3. Using Data to Attend to Individual Needs (1.5)						
II. 4. Planning Formative and Summative Assessments (2)						
II. 5. Determining Strategies for Meaningful/Coherent Delivery of Services (2)						
II. 6. Using Time Effectively (2)						
<b>Domain III. Instructing &amp; Assessing for Student Achievement</b>						<b>Domain III Total (34.77 Possible Points)</b>
III. 1. Engaging Participants in Learning						

(1.5)									
III. 2. Varying Content to Meet Participant Needs (2.75)									
III. 3. Using Quality Questions and Discussion (1.59)									
III. 4. Adjusting and Monitoring Activity to Enhance Achievement (2)									
III. 5. Developing Interventions and/or Locating Resources to Increase Student Achievement and Meet Goals (2)									
III. 6. Using Technology to Support Learning (1.75)									
<b>Domain IV. Communicating Professional Commitment</b>									
IV. 1. Complying with and Implementing all Federal and State laws, as a well as District Policies and Procedures (0.75)									
IV. 2. Taking Responsibility for Professional Development (0.5)									
IV. 3. Collaborating with Colleagues for Student Progress (0.5)									
IV. 4. Developing Positive Relationships w/ Families & Community (0.5)									
<b>Total</b>									
<b>Domain IV Total (6.75 Possible Points)</b>									

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

<b>Evaluator Signature</b>	<b>Date</b>	<b><u>PRIDE Concordant Score</u></b>	
<b>Teacher Signature</b>	<b>Date</b>		