

**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 II - DEFINITIONS

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

This change states that teachers will not accrue seniority for any time on a leave of absence if they did not work more than one half of the school year.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

B. Payroll Deduction

2. The Union shall ~~pay reimburse to~~ the Board a fee of \$1 per member per year for the actual expense associated with ~~a fee of \$250.00 per year for~~ payroll deduction for Union members on a yearly basis. The Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable delays.

This increases the amount of money the SC/TA pays the School Board for collecting and transmitting its dues.

E. Inter-School Mail

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

This makes it clear that the SC/TA will reimburse the school district for all costs associated with Pony delivery.

G. ~~BBS~~ E-mail and Computer Access

1. The employer shall provide access to the Board's ~~BBS~~ electronic mail delivery system to the Union as a means of communications with the employees.
2. The employer agrees to provide access to a computer and the ~~BBS~~ electronic mail delivery system for the senior Union representative at each worksite.
3. ~~BBS E-mail~~ communications between employees and the Union and/or its building representatives involving Union business will be considered a private communication not subject to Chapter 119, Florida Statutes.

This updates the language and clarifies that the SC/TA will fully reimburse the Board for all costs associated with e-mail services.

<p>4. When the Administration deems it necessary to read an employee's e-mail, the employee will be so notified in a timely fashion. Such notification will include the reason for such interception. The e-mail of an employee will not be read by an unintended party without providing such notification to the affected parties.</p> <p>5. <u>The Union will reimburse the district a sum of \$250 per year or the actual costs; whichever is higher.</u></p>	
<p><u>ARTICLE V - TEACHER RIGHTS</u></p> <p>G. Annual Contract teachers will be granted a Professional Service Contract after three years of satisfactory performance. Consistent with applicable Statutes, Annual Contract status can be extended to a fourth year.</p> <p>N. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Personnel Office.</p> <p>M. <u>Any teacher holding a Continuing Contract or Professional Services Contract will be allowed to exchange his/her contract for an Annual Contract. Such moves will be irrevocable.</u></p>	<p>This change reflects the changes required by SB 736. Giving up your tenure will be optional, but irrevocable once done. No one should even consider doing this until the merit pay portions of the law become effective in 2014.</p>
<p><u>ARTICLE IX - TEACHER DUTY DAY</u></p> <p>A. Duty Day</p> <ol style="list-style-type: none"> 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 ~~400~~ 425 minutes per week of total planning time, of which ~~50-55~~ 55 minutes may be reserved for collaborative planning. All middle school teachers will have at least one ~~50-55~~ 55-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.~~

This change reflects the change of the middle school day from 7 periods to 6 periods that was made several years ago.

ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

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 2009-10 school year.~~

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

Definitions:

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

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

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

Learning targets: Locally agreed upon goal for measurement of student progress

Three years of data: Current year plus two immediately preceding years

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

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

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

Performance Improvement Process (PIP): A process afforded to teachers to support performance concerns as identified in TES.

90-day Performance Probation: The statutory 90-day process for which unsuccessful completion could lead to non-renewal of an annual contract or termination of a professional services or continuing contract for the criteria noted above, Unsatisfactory Performance. During this 90-day period the district will offer assistance to the teacher in the form of a Performance Improvement Plan (PIP).

Independent Second Opinion: An evaluation undertaken by a neutral third party administrator selected by the 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 revised evaluation form will be based on the principal's evaluation and include the following ratings: ~~Accomplished, Developing, Needs Improvement and Unsatisfactory~~ Highly Effective, Effective, Needs Improvement (Developing in the case of teachers in their first three years of service), or Unsatisfactory. ~~Should~~

This is the new evaluation system mandated by the State, under SB 736. It requires that a portion of each teacher's evaluation be based on student test data. The bill will ultimately require and be used to determine merit pay for teachers though that provision does not apply until 2014 and we have not dealt with those aspects of the bill in this round of bargaining.

This language completely replaces our existing teacher evaluation process.

Most significant are the general rules which make it clear that unless a teacher is already having trouble on the PRIDE observation system (with a score of Needs Improvement or Unsatisfactory) they will not be able to receive an overall evaluation of Unsatisfactory, regardless of the student test scores. Under the new law, two successive Unsatisfactory evaluations trigger a mandatory termination of the teacher.

Our process requires that teachers will be assisted before they are terminated due to competency issues. A Sarasota County teacher will not be non-renewed for competence unless they are unable to improve when given assistance. In this regard, the new system is similar to the one we have used to this point in time.

the independent evaluator not confirm the principal's evaluation, a second independent evaluator will be utilized. The evaluation is sustained if the teacher receives two or more "Unsatisfactory" ratings by the majority of the evaluators.

General Rules:

- 1.) When a teacher's data source is other than state assessments for the specific students taught by the teacher in the tested subject area, effort will be made to associate the teacher's actual students' test results to their evaluation to the greatest extent possible.
- 2.) State assessments will be substituted for district assessments or learning targets as they become available. District assessments will be substituted for learning targets once a district-wide assessment is available.
- 3.) The parties agree to proportion the effects of the PRIDE rubric and the value added measure in such a manner that makes it impossible for someone scoring an Effective or Highly Effective in one measure to be scored as Unsatisfactory on the total evaluation measure.
- 4.) No transfer or layoff will be made solely on the basis of student learning gain data until all appropriate subject area assessments have been implemented.
- 5.) Any teacher placed on the 90-day performance probation described herein which could lead to his or her non-renewal or termination may request the superintendent or his or her designee to review his or her class list for the coming year for equity of the teaching assignment.
- 6.) Teachers on a PIP at the time this language is ratified will continue to be evaluated and receive assistance on the basis of those procedures in effect at the time they were placed on the PIP.
- 7.) Teachers being placed on a PIP at the beginning of the 2011-12 school year will follow the process described herein.

A. Sarasota County Induction Program (SCIP)

1. All first year ~~annual contract~~ Category 1 teachers or teachers possessing a temporary, one-year contract will be assigned a SCIP Mentor and complete the 180-day SCIP.
2. Re-hired Sarasota teachers who have more than five years of service with the School Board of Sarasota County and who have worked for the district within the past three years will be exempt from requirements of the SCIP program.
3. Any teacher who changes school, grade level or content area in the second year of employment may be designated as a Year 2 SCIP (Y2 SCIP), and be afforded a SCIP Mentor for the 90-day SCIP.

B. ~~Professional Rubrics Investing and Developing Educator Excellence (PRIDE)~~
Teacher Evaluation System (TES)

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

Data collected during the Teachscape/PDA Classroom Walk-Through observation process may not be used as part of a teacher's formal evaluation process.

1. Level Category 1 Teachers, First Year Teachers

~~A. Level 1, Year One Teachers~~

~~a. All annual probationary contract teachers or teachers possessing a temporary, one-year contract will be considered to be on Level in Category 1 of the TES. PRIDE Teacher Evaluation System.~~

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

~~c. The approved observation and evaluation form(s) for Level Category 1 teachers will be the PRIDE Teacher Evaluation Form(s) in (Appendix E).~~

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

~~e. During the first 45 20 work days from a teacher's hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the PRIDE Observation (Short Form).~~

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

~~g. The first 97 days of the first year contract is a probationary period. During the probationary contract year 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 probationary contract year -97 day period, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The Union will receive a copy of the notification letter with an invitation to participate and represent the teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP notification letter. The principal will share concerns and determine school-based staff to provide support for the teacher. This process will continue until such time as a final 97-day determination is made but no less than four weeks from the inception of the IAP process.~~

~~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 year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the PRIDE Evaluation.~~

~~10. If an administrator has documented performance concerns regarding a Level Category 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.~~

~~j. 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” “Developing” 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,” “Developing,” it may be included on the PRIDE PIP Checklist.~~

1. A score on the PRIDE rubric of Unsatisfactory or Developing.

k.l. Outcome of the PRIDE Mid-Year Review Evaluation:

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” “Developing” ratings in one or more domains (Domains I, II, and/or III).~~
1. Initiate IAP if a score on PRIDE is Unsatisfactory or Developing.
 2. Continue PIP if score on PRIDE is Unsatisfactory or Developing.
 3. Discontinue PIP if the score on the PRIDE is Effective or Highly Effective.

l.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” “Developing” 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” “Developing” ratings in one or more PRIDE Domains (Domains I, II, and/or III).~~
 4. ~~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).~~
1. A Category 1 teacher who receives assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.
 2. A Category 1 teacher who receives an Effective or Highly Effective, score on PRIDE will become a Category 2 teacher.

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

2. Level Category 1-2, Year 2, 3 and 4 Annual Contract (AC) Teachers

a. All annual contract teachers ~~or teachers possessing a temporary, one year contract~~ will be considered to be in on Level Category 1-2 of the TES. ~~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 TES ~~PRIDE Performance Evaluation system.~~

e. ~~The approved observation and evaluation form(s) for Level Category 1-2 teachers will be the PRIDE Performance Evaluation System Form(s) (see Appendix E D).~~

~~c.d. Level Category 1-2, Year 2, 3, and 4 teachers will be evaluated annually on TES 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).~~

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

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

f.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.~~

(1) A score on the PRIDE rubric of Developing/Needs Improvement or Unsatisfactory, or

(2) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation, or

(3) A teacher receiving a TES evaluation of Unsatisfactory initiates a 90-day performance probation, or

(4) Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the PRIDE Short Form, (completed during the first 20 days, working with students) and FPMS, will be placed on a PIP. The teacher will be evaluated on PRIDE in November. If the PRIDE evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on PRIDE. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the TES.

~~h.i.~~ 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~~

~~(5) 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 PRIDE Domains (Domains I, II, and/or III).~~

~~i.k.~~ Outcome of the PRIDE TES Final Evaluation:

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

~~1. If a teacher on a PIP continues to meet PIP criteria he or she will continue on the PIP for the coming school year.~~

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

(3) A teacher who has completed the "90-day performance probation" and receives an Effective or Highly Effective score on the PRIDE will have his or her contract renewed.

(4) A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory on PRIDE will continue in the PIP process. On the spring PRIDE, if the teacher receives a Developing/Needs Improvement or Unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a TES final evaluation is determined.

(5) Any Category 2 teacher, repeating the PIP process, who is found Unsatisfactory will have his or her teacher contract held in abeyance until the student growth portion is completed on the TES.

- ~~(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 An independent evaluators (as selected by the President of the SC/TA and the Superintendent of Schools) will provide an independent second opinion. Should the independent evaluator not confirm the principal’s PRIDE evaluation(Rubric), a second independent evaluator will be utilized. 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 a score within the low range of developing/Needs Improvement or Unsatisfactory.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.~~

~~j.4.~~ Other than for procedural error, the evaluation or non-renewal of a Level Category 4 2 teacher for competency is not subject to the grievance and arbitration process.

~~3.D.~~ Level Category 2 3, PSC and CC Teachers

1. All ~~Level 2~~ Category 3 Teachers

- a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Level Category 2 3 teacher.
- 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.
- c. Prior to the PRIDE Observation (Long Form), the teacher will be familiarized with the PRIDE Evaluation instruments, forms and procedures.
- 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 Category 2 3, Year 1 Teacher Performance Concerns

- a. If concerns regarding the performance of a Level Category 2 3 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 2-3 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) A score on the PRIDE rubric of Developing/Needs Improvement or Unsatisfactory, or
- (2) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation, or
- (3) A teacher receiving a TES evaluation of Unsatisfactory initiates a 90-day performance probation, or
- (4) Any Category 3 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the PRIDE Short Form, (completed during the first 20 days, working with students) and FPMS, will be placed on a PIP. The teacher will be evaluated on PRIDE in November. If the PRIDE evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on PRIDE. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the TES.

~~(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) The PIP will be revised 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 ~~TES~~ the PRIDE Final Evaluation:

(1) A teacher receiving a first Developing/Needs Improvement, Effective or Highly Effective score on the TES will have his or her contract renewed.

(2) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation.

(3) A teacher receiving a TES evaluation of Unsatisfactory initiates a 90-day performance probation.

(4) A teacher who has completed the “90-day performance probation” and receives an Effective or Highly Effective score on the PRIDE will have his or her

contract renewed.

~~(5) A teacher who has completed the “90-day performance probation” and receives an Unsatisfactory on PRIDE will continue in the PIP process. On the spring PRIDE, if the teacher receives a Developing/Needs Improvement or Unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a TES final evaluation is determined.~~

~~(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~~

~~(6) 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); a score on the PRIDE rubric of Effective or Highly Effective.~~

~~(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.~~

~~(7)(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.

~~1. 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 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.~~

~~e. 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 (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 Category 3 teacher is not subject to the grievance and arbitration process. All other procedures outlined in this section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.

C. Value Added/ Student Learning Gain Data

Methodology:

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

1. Classroom teacher, majority of students take state assessment in subject area taught by teacher

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.

2. Classroom teacher, majority of students take state assessment but in other subject area than that taught by teacher

The teacher's evaluation will be based 50% on PRIDE, 50% on student gains on a district-wide standardized test 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. If a district-wide standardized test or statewide assessment does not exist, teachers in this group will be evaluated as in Number 3, below.

3. Classroom teacher, majority of students do not take state assessment

The teacher's evaluation will be based 50% on PRIDE, 50% on student gains on a set of measureable 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% measureable learning targets. A list of acceptable measureable learning targets to be employed at each grade level and subject area must be agreed to by the parties.

4. Non-classroom teacher, assigned to specific school(s)

The teacher's evaluation will be based on 70% on PRIDE and 30% on the state's value added data of state assessment scores for those students attending the specific schools to which the non-classroom teacher is assigned. When three years of data is not available for each teacher, the proportions will alter to 80% on PRIDE and 20% value added data.

5. Non-classroom teacher, not assigned to specific school(s)

The teacher's evaluation will be based on 70% on PRIDE and 30% on the state's value added data of state assessment scores for the students in the district as a whole. When three years of data is not available for each teacher, the proportions will alter to 80% on PRIDE and 20% value added data.

E. Evaluation Responsibilities

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

F. Copies of the Evaluation Report

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

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 XII - TEACHER CONTRACTS

A. Category 1 Teachers, Probationary Contracts (PC)

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

~~A. B. Category 2 Teachers, Annual Contracts (AC)~~

- ~~1. Those teachers who have yet to complete all the required academic course work for certification and endorsement (where required by the State) in the subject area(s) they are currently assigned will be issued a temporary, one year contract. All positions held by temporary one year contract teachers will be considered vacant at the close of the school year.~~
- ~~2. All certified or certifiable teachers (those teachers having completed the required academic course work for certification in the subject area(s) they are currently assigned) will be issued the appropriate Professional Services or Annual Contract.~~
- ~~2. An Annual Contract may be extended to a fourth year when agreed to in writing by the Board and the teacher.~~
1. Annual Contract (Category 2) teachers experiencing performance difficulties will be provided assistance as specified in Article XI, above. Contract renewal will be contingent on those procedures outlined in Article XI, above.
- ~~4. Other than for procedural error, the evaluation or non-renewal of a teacher on the Sarasota County Induction Program (SCIP) is not subject to the grievance and arbitration process.~~
5. Other than for procedural error, the evaluation or non-renewal of a ~~Level~~ Category 1 or 2 teacher for competency is not subject to the grievance and arbitration process.
6. If the Professional Improvement Plan (PIP) is successfully completed, non-renewal may not be undertaken for ~~competency~~ performance reasons.
- ~~7. Should a teacher on a temporary one year contract become certified by May 1st of the current school year, (or the end of the spring semester in cases where certification is dependent upon completion of on-going formal coursework), he/she will be issued a regular Annual Contract for the remainder of that school year.~~
8. All annual contract teachers who are listed as out-of-field due to lacking a required endorsement will be offered a contingent rollover contract contingent upon providing evidence of successful completion of:
 - a. If placed before or during the first semester, six (6) semester hours or its equivalent, in the out-of-field area by June 30th of the current contract year.
 - b. If placed during the second semester, six (6) semester hours or its equivalent, in the out-of-field area within twelve (12) months of placement.
 - c. Beginning with the second AC (including partial year ACs) and all subsequent years, six (6) semester hours or its equivalent, in the out-of-field area during each

These changes update this contract language to comply with the new teacher evaluation law (SB 736). Under the new law, teachers who do not presently have a professional services or continuing contract will have a “perpetual” annual contract. In spite of that, under our contract “perpetual” annual contract teachers will have due process rights and will be afforded assistance prior to termination or non-renewal.

contract year (July 1 – June 30). Hours earned under subparagraphs (a) & (b) above may be used to satisfy this provision.

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

B. Category 3, Continuing Contract (CC)

1. Any teacher who has Continuing Contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefore, unless the teacher voluntarily relinquishes his/her Continuing Contract.
2. ~~Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Human Resources Office.~~

C. Category 3, Professional Service Contract (PSC)

1. ~~Annual contract teachers will be granted Professional Service Contract (PSC) status upon completion of the statutory service requirements and a final satisfactory evaluation at the end of either their third or fourth year of service and completion of the appropriate ESOL course work requirement for the position currently held as specified in current State Board Rules. Consistent with applicable Statutes, Annual Contract status can be extended to a fourth year.~~
1. Any teacher possessing a PSC prior to July 1, 2011 shall be entitled to retain such contract and all rights arising there from unless the teacher voluntarily relinquishes his or her PSC.
2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Section 1012.34, will be afforded a ~~NEAT~~ 90-day performance probation process as detailed in Article XI, Section C, prior to any determination of just cause.
3. ~~Any former School Board of Sarasota County teacher rehired by the Board will be granted a PSC as soon as permissible under the law applicable at the time. In order to be granted a PSC under this provision, a teacher must meet the following criteria:~~
 - a. ~~Have a “Satisfactory” or higher rating on their most recent performance evaluation in Sarasota County and, if applicable, in the most recent teaching position.~~
 - b. ~~Have previously held a PSC or CC in Sarasota County within the last 10 years.~~
 - c. ~~Have been employed as a certified, full-time Instructional employee in a public school in the State of Florida within the last three (3) years.~~
 - d. ~~Successfully complete the statutory 97-day probationary period.~~

D. Contract Conversion

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

~~E.D.~~ Expert-in-Field

<p>An individual who is a Board appointed employee and who, pursuant to Florida Statutes, is approved by the Board under the category of “Expert-in-Field” will be compensated using the Bachelors lane on the Teacher’s Salary Schedule.</p>	
<p><u>ARTICLE XIV – REDUCTION IN FORCE</u></p> <p>C. Procedures</p> <p>3. Seniority – Seniority will be defined as time since effective date of hire in the Instructional Bargaining Unit, <u>with the exception that a teacher on a leave of absence who does not work more than one day more than one half of a school year will not be granted seniority for the year in question.</u> Seniority for surplussing and placement purposes will be determined as of March 1 in any given school year. Seniority will encompass all cost centers in system-wide fashion but will only include time the teacher was a member of the Instructional Bargaining Unit. A teacher who had previous employment in the Classified Bargaining Unit and who did not break service with the School Board of Sarasota County, will retain his/her seniority in the Classified Bargaining Unit in case he/she has been laid off from his/her Instructional position. Such time, however, will not count towards seniority in the Instructional Bargaining Unit. A teacher who transferred to the Classified Bargaining Unit and then returned to the Instructional Bargaining Unit will retain all prior Instructional Bargaining Unit time(s) for seniority purposes, provided that no break in service to the School District occurred.</p>	<p>This language is in concert with the change we proposed in Article II (above). It allows a teacher on leave of absence to accrue seniority only if they work one day more than half of the year.</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 2009-2010 <u>2011-2012</u> school year salary Agreement is as follows:</p> <ol style="list-style-type: none"> 1. <u>The parties agree that teachers will not be compensated for step and longevity progression for the 2011-2012 school year.</u> 2. <u>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.</u> <p>1. The parties agree to re-open salary negotiations for the 2009-2010 school year should any of the following be met:</p>	<p>This language states that all salaries will be frozen for the 2011-12 school year. There will be no step or longevity progression.</p> <p>This makes it clear that all employees will be furloughed for two work days and the financial impact will be spread throughout the year so as not impact teachers all at once.</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>2. 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.</p> <p>3. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.</p> <p>4. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2010, all salary schedules will be automatically reduced by the sum of one half of any across the board salary increases agreed to for the 2006-2007, plus the full 3% (three percent) of the 2007-2008 increase, plus the amount of any across the board increase for the 2008-2009 school years, as of the close of business on June 30, 2010.</p> <p>4. <u>Step raises are negotiable yearly.</u></p> <p>5. 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.</p> <p>D. Method of Payment</p> <p>This language is subject to re-negotiation should the school calendar change and the first student day occur after August 20th of any given year.</p> <p>1. Number of Payments</p> <p>Each teacher will be paid in 24 installments.</p> <p>2. Pay Days</p> <p>Beginning with the last workday of August, paydays shall be the fifteenth and last working day of each month. 12-month teachers will be paid semi-monthly.</p> <p>3. Exceptions</p> <p>When a payday falls on or during a school holiday, regularly scheduled vacation or weekend, teachers shall receive their paychecks on the last previous working day.</p> <p>4. <u>Direct Deposit</u></p> <p><u>All teacher pay will be directly deposited into his or her checking or savings account.</u></p>	<p>This deletes outdated language from our previous contract.</p> <p>All teacher paychecks will now be directly deposited into a checking or savings account, as chosen by the</p>
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teacher.

APPENDIX A - SALARY SCHEDULES

INSTRUCTIONAL SALARY SCHEDULE

Step	Bachelors	Bachelors+30	Masters	Masters+45	Doctorate
0	38,530	39,962	41,747	44,604	46,510
1	38,997	40,734	42,554	45,573	47,520
2	39,463	41,505	43,361	46,543	48,530
3	39,929	42,277	44,166	47,511	49,540
4	40,398	43,048	44,973	48,480	50,551
5	40,864	43,821	45,778	49,450	51,561
6	41,330	44,592	46,585	50,419	52,571
7	41,798	45,364	47,390	51,387	53,582
8	42,265	46,135	48,197	52,357	54,592
9	42,731	46,907	49,003	53,325	55,603
10	43,197	47,679	49,809	54,294	56,613
11	43,665	48,451	50,615	55,264	57,623
12	44,132	49,223	51,421	56,232	58,633
13	44,598	49,994	52,228	57,201	59,644
14	45,066	50,766	53,034	58,171	60,655
15	45,532	51,537	53,840	59,139	61,665
16	45,999	52,310	54,646	60,108	62,674
17	46,467	53,081	55,453	61,078	63,685
18	46,933	53,853	56,258	62,047	64,696
19	47,400	54,624	57,065	63,015	65,707
20	47,866	55,396	57,870	63,985	66,717
21	48,334	56,168	58,677	64,953	67,727
22	48,800	56,940	59,482	65,922	68,737
23	49,266	57,711	60,289	66,892	69,748
24	49,734	58,483	61,096	67,861	70,759
25	50,201	59,254	61,901	68,830	71,769
26	50,667	60,027	62,708	69,799	72,779
27	51,135	60,797	63,513	70,767	73,789
28	51,601	61,570	64,320	71,737	74,800
29	52,068	62,341	65,126	72,706	75,811

IMPLEMENTATION:

1. Credit for experience will be granted as follows:

<p>a. For newly hired teachers, one step will be granted for every three full years of teaching experience in any public school. The employee’s initial step placement will then be one step above that determined herein.</p> <p>b. Teachers designated as “experts-in-field” will be placed on Step One of the Bachelor’s lane. For purposes of salary credit, “public school” refers to grades PreK-12 in an accredited public school located in the United States or in a foreign country if in a U. S. government-affiliated program. In the case of teachers of Adult Education, public school PreK-20 experience will be accepted.</p> <p>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.</p> <p>2. Credit for salary purposes will be granted for:</p> <p>a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree. Teachers completing an advanced degree will be paid retroactive to the date of conferral of that degree.</p> <p>b. Additional courses which will increase the teacher’s professional effectiveness.</p> <p>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.</p> <p>d. A Specialist’s degree in a related field will be considered equivalent to a MA+45 for salary purposes subject to the following conditions; the teacher must have both a Specialist’s degree and a minimum of 75 hours of total graduate level course work. It will be the employee’s responsibility to notify the Board of any requested salary adjustment due to the implementation of this language. There will be no retroactive interpretation of this language for salary purposes.</p> <p>e. <u>For teachers hired on or after July 1, 2011 credit for advanced degrees will only be given in an area of certification held by the teacher. Teachers hired after this date will not be eligible for placement on the BA+30 or MA+45 salary lane.</u></p> <p>3. Credit for teaching experience will be granted for military service during a national emergency providing that military service was an interruption of teaching duties. Teaching experience in military service will be considered in the same way as other teaching experience outside Sarasota County.</p> <p>4. JROTC instructors will be paid based on the value of their Minimum Instructor Pay (MIP). Each instructor’s annual monetary compensation will be equal to MIP times 12. Annual compensation will be reviewed and adjusted, as appropriate to achieve MIP, in January of each year, or in conjunction with timelines for active duty military pay raises, as authorized and appropriated by the Congress of the United States. These adjustments will keep pace with MIP. It is the instructor’s responsibility to ensure that the District received notice of MIP changes that come from their parent Service.</p> <p>5. The increase for a teacher may be withheld above step six by official action of the School Board of Sarasota County in a regular meeting or a special meeting, based upon the recommendation of the Superintendent that the teacher’s service has been unsatisfactory for the previous year. Such a recommendation shall be based upon the criteria and procedures defined in the official Board rules on the evaluation of instruction.</p>	<p>The BA+30 and MA+45 lanes will be closed to all teachers hired after 7/1/11. This change will not affect existing teachers.</p>
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6. The following job classifications or job titles will receive a supplement of 7.1% above the appropriate teacher's daily rate of pay due to a lengthened normal duty day. The duration of work year figures shown below represents the normal work year for each position (except those employees covered by a prior contractual obligation).

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

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

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

~~The parties agree to continue negotiations regarding the compensation levels and/or length of duty day or work year duration and definition for those groups to be included on the School Psychologist/School Social Worker/ Program Specialist Salary Schedule. It is the intention of the parties to reach agreement with an effective date of January 2, 2006. That agreement will be added to the next ratification package to be submitted to members of the Instructional Bargaining Unit for approval and subsequent addition to the contract.~~

School Psychologist, Social Worker, Program Specialist

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

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

Instructional Longevity

YEARS OF SERVICE	1996 97 (AND THEREAFTER) PERCENTAGE OF BASE
10 TO 12 YEARS	3%
13 TO 15 YEARS	6%
16 TO 18 YEARS	9%
19 TO 21 YEARS	12%

This removes outdated contract language.

This changes the contract length from 11-month to 10-months for all newly hired school psychologists, social workers, or program specialists.

This permits management to seek volunteers from existing school psychologists, social workers, and program specialists to move to 10-month contracts.

22 TO 24 YEARS	15%
25 TO 27 YEARS	18%
28+ YEARS	21%

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.
- a. 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.
- b. 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.
- c. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the respective agreements) by the Step 0 amount of the employee’s present salary lane, including any appropriate position supplement. (This does not include lead teacher supplements.)
- d. 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.
- e. Less than full-time employees during the year of the payment will receive the appropriate 0.6 longevity payment proration.
- f. Longevity payments will be considered as salary for purposes of the Florida Retirement System.
- g. 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 during the school year, s/he will not be entitled to any further longevity payments. made in December of each year.
- h. Longevity payments will be taxed as regular earnings, the normal lump sum distribution level as required by the present IRS Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion most favorable to the majority of bargaining unit employees.
- i. 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.
- j. 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

This change closes longevity to new hires. It has no effect on existing employees.

Longevity will be paid on each paycheck, starting in 2012-13 and as such will no longer be paid in advance.

As longevity checks will now be paid over a calendar year, there is no longer a need to require a certain number of

<p><u>1, 2012.</u></p> <p>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.</p> <p>Note: If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2010, all salary schedules will be automatically reduced by one-half for any across-the-board salary increases agreed to for the 2006-07, 2007-08 or 2008-09 school years as of the close of business on June 30, 2010.</p>	<p>days in attendance to qualify for the whole year/s payment.</p>
<p><u>ARTICLE XXXI - BENEFITS</u></p> <p>A. Health Insurance</p> <p><u>The parties agree to bid out the current health plans for the 2012 calendar year. The specifications for those plans appear below:</u></p> <p><u>In the event the district's health plan increase exceeds 3% of the previous year's (2011) costs, the parties agree to re-open negotiations to find other ways of saving an amount equal to that difference.</u></p> <p>1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each teacher at no cost with the following minimum specifications:</p> <ul style="list-style-type: none"> a. Lifetime Maximum of \$5,000,000 b. Deductible - Individual \$300 <u>\$500</u> c. In-Network Coinsurance at no less than 90% d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary). e. Out-of-Pocket Maximum - \$1000 <u>\$1500</u> per individual plus deductible f. Yearly Physical Examination (subject to \$250 yearly limit) g. Primary Care Physician/Specialist-Co-Pays - \$25; <u>Specialist Co-Pay - \$50</u> h. Prescription Drug Schedule - \$15/\$30/\$50 <u>\$20/\$40/\$60</u> i. <u>Emergency Room Visit \$150</u> <p>2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to teachers who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited. The HMO will be offered to all teachers at no cost with the following minimum specifications:</p>	<p>This language states that if we do not hit our targeted goal of cuts, we will look for other ways of funding those cuts.</p> <p>This language “leans” our PPO health insurance plan out in the specific ways underlined.</p> <p>This language “leans out” our HMO plan in the specific ways underlined.</p>

<p>a. Lifetime Maximum – Unlimited</p> <p>b. <u>Deductible - \$250</u></p> <p>b. Primary Care/Specialist Office Visit - \$15/\$35 <u>\$20/\$40</u></p> <p>c. Inpatient Hospital - \$100 <u>\$200/Admission</u></p> <p>d. Emergency Room Visit - \$50 <u>\$150</u></p> <p>e. Out of Pocket Maximum – \$1,500 per individual</p> <p>f. Yearly Physical Examination (subject to \$15 <u>\$20</u> co-payment)</p> <p>g. Prescription Drug Schedule - \$15/\$30/\$50 <u>\$20/\$40/\$60</u></p> <p>3. The School Board will provide spouse, dependent and family health insurance options for both the PPO plan and the HMO plan at the teacher’s expense. The Board will offer an alternative family health insurance option at the teacher’s expense that will provide for lower benefits and premium levels. Should a teacher elect this option for his or her family, he or she must elect this option for his or her coverage.</p> <p>4. Teachers who have elected to waive their right to medical insurance by signing a School Board affidavit of insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. If such an election has been made, the School Board will contribute the sum of \$254.06 per month to the teacher’s existing 401(k) account until such time as the teacher voluntarily rescinds the waiver of insurance or leaves the employ of the School Board. Once a teacher’s election to waive his or her right to medical insurance has been rescinded for any reason, that teacher may not elect to waive medical insurance pursuant to this paragraph again in the future. All teachers other than those who have elected to waive their right to medical insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insurance.</p> <p>B. Worker’s Compensation - The School Board will provide Worker’s Compensation insurance for all teachers as outlined in State Statutes.</p> <p>C. Cafeteria Plan - The School Board will provide to each teacher at no cost the following benefits:</p> <ol style="list-style-type: none"> 1. Life Insurance - \$50,000 <u>\$25,000</u> for each teacher 2. Disability Insurance - 60% of salary after a 90-day elimination period, maximum of \$4,000 per month 3. Dental Plan - Panel plan for teacher 4. Vision Plan - for teacher <p>D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each teacher may pay for if they choose any individual option:</p>	
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<ol style="list-style-type: none"> 1. Dental Plan - Panel plan for dependents, and indemnity plan for teacher and dependents. 2. Vision Plan - dependents 3. 401 (k) Plan 4. Medical Reimbursement Account - teacher and family 	
<p><u>ARTICLE XXXIV - DURATION OF AGREEMENT</u></p> <p>A. This Agreement shall be effective as of July 1, 2009 <u>2011</u>, and shall continue in effect until June 30, 2012 <u>2014</u>. 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 reopens for the 2010-2011 <u>2012-2013</u> and 2011-2012 <u>2013-2014</u> school years.</p> <p>D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.</p> <p>E. IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS SECOND DAY OF JUNE 2009 <u>2011</u>, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.</p> <p>_____</p> <p>Pat Gardner President, Sarasota Classified/ Teachers Association, Inc.</p> <p>_____</p> <p>Caroline Zucker <u>Frank Kovach</u> Chairperson of the School Board of Sarasota County, Florida</p> <p>_____</p> <p>Barry J. Dubin Executive Director, Sarasota Classified/Teachers Association, Inc.</p> <p>_____</p> <p>Lori White Superintendent of Schools</p>	<p>This language states that we are agreeing to a three-year contract with yearly salary and benefit re-opens (subsequent salary and benefit agreements would requires another ratification vote).</p>

SUPPLEMENT SALARY SCHEDULE ~~2009-2012~~ 2011-2014

IMPLEMENTATION:

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

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

~~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~~ as follows:

Team Leaders or Department Chairs

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

SLC Chairs

20+ members	\$4000	<u>\$2,000</u>
15-19 members	\$3500	<u>\$1,750</u>
10-14 members	\$2500	<u>\$1,250</u>
3-9 members	\$1500	<u>\$750</u>

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

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

Middle School Curriculum Leaders:

10+ members	\$2500	<u>\$2,000</u>
3-9 members	\$1500	<u>\$1,000</u>

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

These changes reflect a decrease in the supplements listed. The original value is shown with the new, lower value.