

**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

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**ARTICLE II - DEFINITIONS**

NORMAL SALARY      A teacher's salary upon which his or her daily rate of pay is calculated. It consists of a teacher's present salary ~~and skill-based supplements (which include performance, education, and inside teaching experience supplements and longevity)~~. minus activity supplements and need-based supplements which are not considered part of a teacher's normal salary.

**ARTICLE XXII - UNPAID LEAVES OF ABSENCE**

B. Procedures:

3. Experience Credit

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

## ARTICLE XXVIII - SALARIES

### A. Grandfathered Salary Schedule

~~The salary of each grandfathered teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part thereof. Any teacher who holds continuing or professional services contract status retains the right to remain on the Grandfathered Salary Schedule. The Grandfathered Salary Schedule will be those schedules found in the 2014-15 Instructional Bargaining Unit Agreement and as subsequently modified herein and in the future. Any teacher may elect to move to the Performance Salary Schedule by agreeing, in writing, to permanently surrender his or her continuing or professional services contract pursuant to Chapter 1012.22, Florida Statutes. In so doing, the teacher permanently forfeits his or her right to return to the grandfathered status.~~

#### 2016-17 Salary Computation:

~~The yearly performance-based salary supplement for the 2016-17 school year will be 4%. That amount will be expressed as follows: teachers on the Grandfathered Instructional Salary Schedule will be increased by normal step progression for the 2016-17 school year plus up to two additional steps (or an approximately equal cash bonus) as described below. Teachers receiving no step increase (i.e., those on Step 29) will receive a 4% one-time supplemental payment. A grandfathered teacher who did not receive, but was entitled to step progression (as specified elsewhere in this Agreement) for the 2012-13 and 2013-14 school year(s) will recapture an additional step(s) for that year's lack of step progression. Those teachers receiving a total of one step will also receive a 2.66% one-time supplemental payment in addition to the step and those receiving a total of two steps will receive a 1.33% cash bonus in addition to the two steps. Teachers must be in active duty status at the time of the one-time supplemental payment to be eligible to receive the payment. These one-time supplemental payment amounts are paid on normal salary. All such moves will be retroactive to July 1, 2016.~~

~~Supplements (All supplements are subject to yearly renegotiation)~~

#### 1. Skill Based Supplements

~~Annual Performance-Based Salary Supplement: Beginning with the 2016-17 school year the Grandfathered Salary Schedule will be automatically increased by the yearly negotiated performance-based supplements minus 1% per step for years in which step progression is granted, unless specifically altered herein (the latter provision will not take effect until the 2014-15 steps are recovered).~~

##### a. Highly Effective or Effective Performance

~~A teacher receiving an overall evaluation score falling within the Highly Effective or Effective range on his or her most recent TES evaluation at the time of the settlement is implemented will receive the above-noted salary increase. The percentage or amount granted for any given school year will be subject to yearly negotiation.~~

##### b. Needs Improvement/Developing or Unsatisfactory Performance

~~A teacher receiving an overall Needs Improvement/Developing or Unsatisfactory rating will not receive any performance based supplement for that school year.~~

~~This provision will also apply to any teacher on involuntary reassignment or administrative leave. Any teacher denied a yearly performance supplement due to involuntary reassignment or being placed on administrative leave will receive all applicable deferred supplements, with retroactivity, upon reinstatement to his or her former position.~~

## ~~2. Education Supplement~~

~~All grandfathered teachers will continue to earn advanced degree and course work supplements in concert with the Grandfathered Salary Schedule.~~

## ~~3. Longevity~~

~~Grandfathered teachers will continue to receive longevity payments in accordance with those procedures outlined in Appendix A of the previous Agreement. Longevity payments will be automatically increased by that amount added to the Grandfathered Salary Schedule through negotiations.~~

The 2018-19 salary settlement is contingent upon the Base Student Allocation remaining the same as 2017-18 or higher and the 1.0 millage referendum being renewed in March 2018 or the Base Student Allocation increasing by more than 3%. Should any of these events occur, the parties agree to reopen salary bargaining at the request of either party.

The methodology for determining cut scores for student growth will remain the same throughout the duration of this Agreement. Any changes to growth models will be negotiated and agreed to by the parties.

### A. Grandfathered Salary Schedule

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

Grandfathered teachers will be paid in a manner consistent with how Performance Salary Schedule teachers are paid as outlined below. Grandfathered teachers will be transitioned to this pay method in the following manner:

Implementing Language: This language replaces the steps/lanes of the former Grandfathered Salary Schedule with a range of salaries based on previous years' compensation plus collectively bargained adjustments. Specifically, each teacher would have his or her salary computed as follows: Add the value of the teacher's current step and lane plus current longevity which includes any increases already received for 2017-2018. Longevity would now be included in the base salary. Teachers who would have received longevity for the first time or an increase in longevity in the 2018-19 school year will receive a 1% addition to their longevity multiplier as part of this salary computation. The raises below would then be multiplied by the salary computation. Any educational supplement, in the amounts as defined below would be adjusted from the total salary computation and shown as a separate line item on the employee's pay record. This in no way diminishes or increases the amount paid to a teacher. Each teacher will receive an automatic 0.5% retention adjustment on July 1<sup>st</sup> of any school year for the prior years' service.

2017-18 Salary Computation:

Any teacher formerly paid on the Grandfathered Salary Schedule at the time of this Agreement will have their salary converted as specified above. In addition, she or he will receive a 3.25% increase for an overall evaluation rating of Effective on their most recent evaluation or a 4.25% increase for an overall evaluation rating of Highly Effective on their most recent evaluation, minus \$1. The 3.25% and 4.25% increase include a .5% retention adjustment for the prior years' service. This addition becomes a permanent part of that teacher's base salary. Teachers hired during the 2017-18 school year and prior to the ratification date of this Agreement or have yet to receive an evaluation will receive a 2.75% increase.

2018-19 Salary Computation:

A grandfathered teacher will receive a 3.25% increase for an overall evaluation rating of Effective on their most recent evaluation or a 4.25% increase for an overall evaluation rating of Highly Effective on their most recent evaluation, minus \$1. The 3.25% and 4.25% increase include a .5% retention adjustment for the prior year's service. This addition becomes a permanent part of that teacher's base salary. Teachers hired during the 2017-18 school year and who will not receive an overall evaluation score for that year will receive an increase of 2.75% for 2018-19 school year.

Education Supplement

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

<u>MA</u>	<u>\$5,000.00 (\$5,000 over BA)</u>
<u>Doctorate</u>	<u>\$10,000.00 (\$5,000 over MA)</u>

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

All grandfathered teachers hired before July 1, 2011, will be given until June 30, 2020, to attain an advanced degree or BA+30 or MA+45 and move laterally across the grandfathered salary schedule based on their step at the end of the 2016-2017 year. The parties explicitly agree that this provision does not extend to any other provision of the contract beyond June 30, 2019.

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

#### Activity Based Supplements

Any teacher receiving a sports or activity salary supplement as specified in Appendix A of this Agreement will be paid in the manner expressed in the 2014-15 2017-18 Instructional Bargaining Unit Agreement. The Supplement Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary Schedule through negotiations. For the 2017-18 school year that amount will be 2.75% and for the 2018-19 school year it will be 2.75%. All activity based supplements will be adjusted effective July 1, 2017 to reflect up to five steps advancement, if applicable. This adjustment will not be retroactive.

#### Implementation

1. Credit for salary purposes will be granted for: (This section will sunset on June 30, 2020):
  - 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.
  - b. Additional courses which will increase the teacher's professional effectiveness.
  - c. Credit for courses earned beyond a Bachelor's or Master's degree (i.e., BA+30 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 and verification of completion of credits by college transcripts and/or in-service record. Lane advancement will be effective the first working day following the verification of credits. The salary adjustment will be retroactive to be posted end date of the final required courses within the current school year.
  - d. A Specialist's degree in a related field will be considered equivalent to a MA+45 for salary purposes subject to the following conditions: the teacher must have both a Specialist's degree and a minimum of 75 hours of total graduate level course work. It will be the employee's responsibility

to notify the Board of any requested salary adjustment due to the implementation of the language. There will be no retroactive interpretation of this language for salary purposes.

## B. Performance Salary Schedule

Any teacher on an annual or probationary contract and any teacher holding a continuing or professional services contract who willingly and permanently surrenders his or her continuing or professional services contract pursuant to Chapter 1012.22, Florida Statutes and is currently employed or on leave will be placed on the Performance Salary Schedule. ~~Teachers on the Performance Salary Schedule are not eligible to receive longevity payments (other than grandfathered teachers moving to the Performance Salary Schedule). When a teacher on the Grandfathered Salary Schedule elects to move to the Performance Salary Schedule their longevity payments will be frozen at its current dollar value at the time of their election).~~ Grandfathered teachers electing to move to the Performance Salary Schedule will retain their current normal salary for purposes of initial salary placement on the Performance Salary Schedule. Each teacher will receive an automatic 0.5% retention adjustment on July 1<sup>st</sup> of any school year for the prior years' service.

~~2016-17~~ 2017-18 Salary Adjustment:

2017-18 Salary Computation:

Performance Salary Schedule teachers will receive a 3.25% increase for an overall evaluation rating of Effective on their most recent evaluation or a 4.25% increase for an overall evaluation rating of Highly Effective on their most recent evaluation. The 3.25% and 4.25% increase includes the .5% retention adjustment for the prior years' service. This addition becomes a permanent part of that teacher's base salary. Teachers hired during the 2017-18 school year or have not yet received an overall evaluation score will receive a 2.75% increase.

2018-19 Salary Computation:

Performance Salary Schedule teachers will receive a 3.25% increase for an overall evaluation rating of Effective on their most recent evaluation or a 4.25% increase for an overall evaluation rating of Highly Effective on their most recent evaluation. The 3.25% and 4.25% increase includes the .5% retention adjustment for the prior years' service. This addition becomes a permanent part of that teacher's base salary. Teachers hired during the 2017-18 school year who have yet to receive an overall evaluation score will receive an increase of 2.75% for 2018-19 school year.

Minimum Teacher Salary

2017-18

The minimum teacher salary for the 2017-18 school year will be \$43,150.

2018-19

The minimum teacher salary for the 2018-19 school year will be \$44,300.

- ~~1. The performance based supplement for the 2016-17 school year is 4%. This amount will be applied to the normal salary of any existing teacher paid on the Performance Salary Schedule and will be in addition to the ½% yearly inside teaching experience supplement and will be applied to all other skill based supplement amounts a teacher is qualified to receive, as described below.~~
- ~~2. For teachers hired after ratification of this agreement, the initial salary for a 196 day teacher will be \$42,000. In addition, A newly employed teacher will receive ½% above the initial salary for each year of verifiable experience in an accredited pre-k-12 or Florida charter public school setting or accredited public school located in a foreign country if in a U.S. government-affiliated program. In the case of a teacher of Adult Education, public school, Florida charter school and foreign government-affiliated school service will be granted for pre-k-20 experience. Full time service for one day more than one half of the contractual year will be counted as a year of service. In the case of SLPs, OTs, and PTs, where the professional licensure is required, verifiable outside clinical experience can be used in lieu of K-12 experience. Credit for outside teaching experience will be limited to a maximum of 7.5% above the initial salary.~~

Supplements (All supplements are subject to yearly renegotiation)

1. Skill Based Salary Supplements

a. Annual Performance Based Salary Supplement

(1) Highly Effective or Effective Performance

~~A teacher receiving an overall evaluation score falling within the Highly Effective or Effective range on the previous school year's evaluation will receive a 4% increase on their normal salary. The percentage or amount granted for any given school year will be subject to yearly negotiation. This requirement will be waived for teachers hired during the present school year and in the case of teachers returning from a leave of absence who do not have a current evaluation. In the case of the latter, their most recent evaluation will be used in determining whether or not they qualify for the performance supplement.~~

(2) Needs Improvement/Developing or Unsatisfactory Performance

~~A teacher receiving an overall Needs Improvement/Developing or Unsatisfactory rating will not receive any performance based supplement for that school year.~~

~~This provision will also apply to any teacher on involuntary reassignment or administrative leave. Any teacher denied a yearly performance supplement due to involuntary reassignment or being placed on administrative leave will receive all applicable deferred supplements upon reinstatement to his or her former position.~~

~~b. Supplement for Inside Teaching Experience~~

~~Teachers will receive a 1/2% increase on their normal salary, if in the preceding year, they received an overall TES evaluation of Effective or Highly Effective while on the Performance Salary Schedule and worked one day more than one half of the contractual year. This increase will be paid to each eligible teacher at the time on July 1<sup>st</sup> of any given school year, of the yearly negotiated performance increase or by the end of the school year, whichever is sooner. Time earned while paid on the grandfathered scale does not apply for inside teaching experience credit.~~

3. Activity-Based Supplements

Any teacher receiving a sports or activity salary supplement as specified in Appendix A of this Agreement will be paid in the manner expressed in the ~~2014-15~~ 2017-18 Instructional Bargaining Unit Agreement. The Supplement Salary Schedule will be automatically increased by the amount added to the Grandfathered Salary Schedule through negotiations. For the 2017-18 school year that amount will be 2.75% and for the 2018-19 school year it will be 2.75%.

~~All activity based supplements will be adjusted effective July 1, 2017 to reflect up to five steps advancement, if applicable. This adjustment will not be retroactive.~~

**ARTICLE XXXIV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

D. DROP Extension

For the 2017-18 school year, teachers with an Effective or Highly Effective evaluation will be afforded the opportunity to extend their separation date until the end of that school year. There will be no partial year extensions.

**APPENDIX A - SALARY SCHEDULES**

**INSTRUCTIONAL SALARY SCHEDULES**

Delete existing salary schedules and replace with this:



**PERFORMANCE SALARY SCHEDULE**

*\*Instructional Staff on the Modified schedule work an 8.0 hour duty day*

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

1. Credit for teaching experience will be granted for each year of verifiable experience in an accredited Pre-K-12 or Florida charter public school setting or accredited public school located in a foreign country if part of a U.S. government-affiliated program. Each year of outside teaching experience will add 1/2% above the minimum salary and is limited to a maximum of 7.5% above the minimum salary.

2. Teachers on the performance salary schedule are eligible to receive an education supplement upon conferral of advance degree as follows: MA \$ 5,000.00 (\$5,000 over BA) Doctorate \$10,000.00 (\$5,000 over MA)

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

3. Grandfathered instructional salaries that include the value of any applicable advanced degrees will be separated into two components on the Performance Salary Schedule: salary and education supplement as follows:

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

The use of this chart for payroll purposes in no way diminishes or increases the amount paid to a teacher

<b><u>Instructional Position</u></b>	<b><u>Minimum</u></b>
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<u>Teacher - 10 Month (196 Day)</u>	<u>\$43,150</u>
<u>School Psychologist, Social Worker, Program Specialist -10 Month (196 Day) Modified*</u>	<u>\$46,219</u>
<u>School Psychologist, Social Worker, Program Specialist -11 Month (220 Day) Modified*</u>	<u>\$51,878</u>

**GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE**

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

See Article XXVIII of this Agreement for implementation language.

<b><u>Instructional Position</u></b>	<b><u>Minimum</u></b>
<u>Teacher - 10 Month (196 Day)</u>	<u>\$43,150</u>
<u>School Psychologist, Social Worker, Program Specialist -10 Month (196 Day) Modified*</u>	<u>\$46,219</u>
<u>School Psychologist, Social Worker, Program Specialist -11 Month (220 Day) Modified*</u>	<u>\$51,878</u>

**IMPLEMENTATION:**

1. ~~Credit for experience will be granted as follows:~~
  - 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.~~
  - 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.~~

~~e. 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.~~

~~2. Credit for salary purposes will be granted for:~~

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

~~e. For teachers hired on or after July 2, 2011, credit for advanced degrees will only be given in an area of certification held by the teachers. Teachers hired after this date will not be eligible for placement on the BA+30 or MA+45 salary lane.~~

~~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.~~

~~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.~~

School Psychologist, Social Worker, Program Specialist

~~(Instructional Salary Education Credit 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.~~

Instructional Longevity

LONGEVITY SALARY GROUPING	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%

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 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.
- e. 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.~~

~~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.~~

~~**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.~~

**APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK**

~~f. Illnesses which were diagnosed prior to the member's enrollment in the plan will not be covered.~~