

**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

COLLABORATIVE PLANNING Collaborative planning activities (with a focus on small groups, departments, or grade levels) are teacher-driven and occur during the school day, and involve grade level teams, departments, academy teams, SLC teams, etc. These activities may include but are not limited to: Grade level planning, including setting grade level goals; reviewing individual student, class, department, and/or building assessment results; reviewing district curriculum; curriculum mapping and alignment activities; working on lesson plans as a team; discussing effective instructional strategies; smaller learning community planning; designing grade or department assessments; peer coaching and mentoring; integrating Instructional units; individual student interventions, reviewing and interpreting data and developing related strategies.

This makes it clear that collaborative planning activities are to be teacher-driven and not dictated from "above."

NORMAL PAY

A teacher's current lane and step for his/her normal work year. Extra duty days, longevity payments, summer school, school improvement activities pay, and supplements are not considered part of a teacher's normal pay.

We are placing the definition we have been using for years in the contract.

ARTICLE V - TEACHER RIGHTS

R. When a teacher is moved to another classroom location he or she will be given one compensatory day ~~or one (1) additional duty day, at the Principal's discretion,~~ as compensation for the extra time required to pack his or her belongings and prepare for the move. The teacher will not be expected to move heavy articles. Teachers will be provided boxes for packing and may not be required to box textbooks or school supplies. In cases where a teacher is being asked to prepare for a move into or out of a newly constructed building or one undergoing extensive renovation, he or she will be provided with one additional duty day for such move.

This change incorporates the existing practice into contract language and assures that teachers do not have to physically move themselves.

ARTICLE IX – TEACHER DUTY DAY

A. Duty Day

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.

a. All non-block high school teachers shall have at least 425 minutes of planning time a week, of which 440 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 480 90 minutes may be reserved for collaborative planning time. ~~Of the 180 total minutes, 90 minutes will be reserved for teacher driven collaborative activities.~~ All block-scheduled high school teachers will have at least one 90-minute planning period per day scheduled during the student day.

This language cuts the amount of mandatory collaborative planning time in half for all grade levels. It incorporates the recommendations of last year's bi-partisan Collaborative Planning Study Committee into contract language.

<p>c. All middle school teachers shall have at least 525 minutes per week of total planning time, of which 180 90 minutes may be reserved for collaborative planning. Of the 180 total minutes, 90 minutes will be reserved for teacher-driven collaborative activities. All middle school teachers will have at least one 45-minute planning period per day scheduled during the student day.</p> <p>d. All elementary school teachers shall have at least 350 minutes per week of total planning time, of which 110 55 minutes may be reserved for collaborative planning time. One of the two weekly collaborative planning sessions will be reserved specifically for teacher-driven collaborative planning activities. All elementary school teachers will have at least one 55-minute planning period per day scheduled during the student day except as provided below. For Special Area Teachers, the 55-minute planning period must occur within the instructional day (i.e., defined as the time period beginning 15 minutes before and ending duty 15 minutes after the student day). Special area teacher instructional and duty time will not exceed that of the average core academic teacher's time at a given elementary school. During one of their collaborative planning sessions, elementary school teachers may be required to attend CSI meetings when discussing students assigned to their class.</p> <p>e. All SCTI high school teachers shall have at least 425 minutes per week of total planning time, of which 110 55 minutes may be reserved for collaborative planning. All SCTI adult student teachers or teachers who teach both high school and adult students shall have at least 375 minutes per week of total planning time, of which 110 55 minutes may be reserved for collaborative planning. All planning time must occur during the teacher duty day.</p> <p>f. Attendance at Student Study Team (CARE), team meetings, department meetings, small learning community meetings, parent meetings, IAT, LEP, IEP, 504, AIP meetings, training activities or mandatory meetings will not be part of a teacher's individual planning time unless agreed to by the affected teachers.</p> <p>g. Planning schedules may be altered during the FCAT testing window at the discretion of the Principal with the approval of the school's SDMT.</p> <p>h. The parties agree to convene three committees to study means of modifying school collaborative planning time so as to maximize meaningful teacher-driven collaborative planning activities. There will be one committee for each of the three school levels (i.e., elementary, middle and high). These committees will also consider and evaluate the efficacy of current instructional activities towards the goal of eliminating those that are less effective. These committees will be made up of an equal number of school administrators and teachers. These committees will report its findings back to the bargaining teams for inclusion in the next ratification of this Agreement.</p>	
<p><u>ARTICLE XIII – SELECTION/LATERAL TRANSFERS/PROMOTION</u></p> <p>E. <u>Surplussing Between Schools or Cost Centers</u></p> <p>1. Surplussing from a school or center necessitated by such factors as budget requirements, changes in student population, or changes in programs, shall be specifically recommended by the Principal. Such transfer shall be subject to the approval of the Superintendent. The transfer shall be in inverse order of seniority, except where such application of seniority would be injurious to the instructional program.</p> <p>1. <u>When a school or cost center has been identified as possessing an excess number of teachers in a given certification area, those teachers will be identified and placed according to those procedures outlined in Article XIV, below.</u></p> <p>2. Whenever a relative in the same Cost Center as another is promoted or transferred to an administrative position, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers to another position. The teacher will be considered to be surplussed and, as such, will be placed in a manner described in Article XV of the Agreement. Specifically, no two relatives shall be allowed to remain in the same Cost Center if one of the individuals is an</p>	<p>Here we have moved the surplussing language out of the Transfer article to the Reduction in Force article, where it belongs (see following article)..</p>

<p>Administrator. All conditions existing as of October 24, 1988, shall be grandfathered.</p> <p>a. The transfer shall be at the next semester change or at the conclusion of that school year, based upon the recommendation of the building Administrator or Cost Center head. The Superintendent will approve or modify any and all such recommendations.</p> <p>b. Preference for one year regarding placement will be afforded to the teacher to be transferred.</p> <p>3. Voluntary transfers, appropriate to the circumstances, will be made before surpluses.</p> <p>4. Teachers surplused from one worksite to another will be identified and placed in accordance with those procedures specified in Article XIV, Reduction in Force.</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. Seniority for surplusung 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 <u>but will only include time the teacher was a member of the Instructional Bargaining Unit.</u> 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>4. Date of Hire - The <u>most recent</u> effective starting date as designated by School Board action in appointing a given teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin toss.</p> <p>7. Surplussing</p> <p>a. Each Cost Center will compile a list of all positions to be eliminated for the following school year. At that time the Cost Center head will also identify the least senior teacher at that Cost Center currently working within the certification area in which the position(s) is/are being eliminated. <u>Prior to identifying the teachers to be surplused, volunteers will be sought via e-mail from the staff. Voluntarily surplused teachers must replace teachers who would have otherwise been surplused (in terms of certification) and may not increase the pool of teachers surplused from that school. Should there be multiple voluntary surplus requests, the most senior teacher will be selected first and so on down the volunteer seniority list.</u> Pursuant to the procedures outlined in subparagraph (b) below, the Cost Center head, prior to May 20 of any given school year, will transmit to the Human Resources Office a listing of all positions eliminated, teacher’s surplused, and vacancies anticipated.</p> <p>b. The teacher(s) to be surplused at each Cost Center will be the least senior at that Cost Center currently working within the area of certification of the position(s) to be eliminated; provided however, that a teacher who has had his/her position eliminated may elect to remain at that Cost Center should he/she possess more seniority than a teacher at that Cost Center in an alternate area of the first teacher’s certification. In such a case the teacher possessing the least seniority in the alternative certification area at that Cost Center will be surplused. A teacher whose position has been eliminated must be given the opportunity</p>	<p>This language is an attempt to make the surplusung procedures a bit more understandable. All of the changes highlighted are the procedures we have been following and fine tuning for years. The language represents how the procedure worked this year (with the two supplemental staffings due to the budget crisis).</p>

to elect to remain at his/her Cost Center in an alternative area of certification, and must exercise his/her election, prior to surplus lists being transmitted from the Cost Center to the Human Resources Office.

- c. Upon receipt of surplus lists from all Cost Centers, the Human Resources Office will compile a listing, in seniority order, of all teachers who have been surplus. That listing, as well as a listing of all vacancies countywide (excluding Board approved charter schools), will be posted for a period of five working days. Teachers may update their preference lists through the conclusion of this five-day period.

8. Placement

- a. All teachers will be placed into vacant assignments on a seniority basis based upon their expressed preferences including certification areas (excluding Board-approved charter schools). In the case of teachers holding multiple certifications, the teacher will express their preference(s) as to which certification to utilize for placement purposes into position vacancies. The most senior surplus teacher will be considered first and placement will continue on a seniority basis. Each teacher must be certified and endorsed where required by the State (with the exception of gifted and ESOL) for the assignment selected. During the placement process, if no vacancy remains for which a teacher is certified, the teacher will replace the least senior teacher in either the north or south county region (as selected by the teacher) in one of his/her area(s) of certification. The teacher may elect to switch his/her region selection and pick from vacancies in the other location. This process will continue until there remains no teacher on the surplus list who has more seniority than any teacher in the district holding a position in that area of certification. Those teachers who are junior to all others in the district within their areas of certification will thus be identified. During the initial placement process, teachers may be moved into teaching positions for which they may not hold the appropriate endorsement, but must be certified in all subject areas of the position to which they are assigned.
- b. Subsequent to the initial placement process a secondary placement process will be convened to place unplaced teachers. Each unplaced teacher will be offered the option of being placed into out-of-field vacancies to the greatest extent possible but in such a fashion that would be agreed to by the parties. Those junior teachers, for whom there are no positions available within their areas of certification or for whom no reasonable out-of-field placement can be found, will be laid off. Those laid off teachers will have recall rights within the parameters set forth elsewhere in this Agreement.
- c. All teachers placed in an out-of-field placement will agree to such placement in writing and agree to complete the required course requirements set by the State on a year-to-year basis. A teacher who complies with these requirements will be considered in-field for placement purposes in future years as long as State requirements are met. Any out-of-field teacher who fails to comply with the required course requirement will be surplus from the position in the subsequent placement process.
- d. During the placement process, should a teacher not be reassigned due to his/her failing to be assigned to one of the worksites stated on his/her preference form or because a Preference Form was not filed, Management will attempt to contact said teacher to explain to him/her those positions remaining available at that time. Should Management not be able to contact said teacher, the teacher will be reassigned to a worksite and position most similar to that which he/she was last assigned or those expressed on his/her preference form.
- e. During certain school years, a beginning of the school year staffing process may be required following an initial student count. Positions filled during this process which were never posted county-wide for right-to-recall, will be posted during the school year for right-to-recall for the following school year.
- e-f. In the case of SCTI positions requiring either business education certification of practical vocational business experience, the following rules will apply:
 - (1) Teachers must possess at least two years of direct work experience or teaching experience in the subject area in order to be considered “qualified” for a business education position.

<p>(2) In determining which business education teacher is surplus from a given worksite, the above rule will apply in concert with the rule specified in Section 7 (b), above.</p> <p>d.g. During the placement process, full-time Employees will be placed into full-time positions and .6 Employees will be placed into .6 vacancies to the greatest extent possible. In the event that a full-time position is not available for a full-time Employee, the least senior full-time Employee will be placed in a .6 position. In the event that a .6 position is not available for a .6 Employee it will be the most senior surplus .6 Employee within that pay grade who will be offered the full-time position first and so on until all the .6 Employees are placed.</p> <p>9. Return to Former Placement</p> <p>Any teacher displaced from an Instructional position due to the implementation of those procedures described above will be able to return to an Instructional position vacancy at his/her last former worksite for which he/she is certified, should such a position become available within a period of five years. Such return will be automatically granted upon receipt of the teacher's request. In such cases, the transfer will become effective upon the Employee's request and he/she will be considered a member of his/her former school's staff for placement purposes, but the Employee will not occupy that position until the beginning of the next school year. It will be the teacher's responsibility to monitor such opportunities. The order of the various recall rights are specified in the following Article.</p> <p>10. Lay off</p> <p>The Board agrees to provide notice of the layoffs to the affected teachers and the Union at least ten workdays before any action is taken. Notification of layoff shall be sent by certified mail to the affected teacher. It is the teacher's responsibility to keep the Human Resources Office informed of his/her current address.</p> <p><u>A laid off teacher will continue to accrue seniority while in official laid off status.</u></p> <p>Any teacher laid off will be offered job placement assistance and counseling services by the Board to assist him/her in securing other employment.</p>	
<p><u>ARTICLE XV – RECALL</u></p> <p>C. Recall Process</p> <p>A laid off teacher will be given by registered mail ten working days notice of recall. He/she shall inform the Board of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be deemed to have voluntarily resigned from employment by the Board. It is the teacher's responsibility to keep the Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in the following order:</p> <ol style="list-style-type: none"> 1. Teachers returning to their former school from which they were surplus. Teachers retain this right for a period of five years following their surplus. 2. Teachers returning to a North or South county location following an involuntary move to the other location due to lack of available positions. Teachers retain this right for a period of five years following their surplus. 3. <u>Teachers returning to .6 or to full time following an involuntary move from their former work schedule.</u> 	<p>This change extends a right to recall to a teacher who was moved from full time to .6 due to being surplus or bumped.</p>

<p>3.4. Laid off teachers returning to duty (Teachers retain this right for a period of two years following their layoff.)</p> <p>4.5. Teachers returning to in-field status from an involuntary move to out-of-field status. Teachers retain this right for a period of two years following their involuntary out-of-field placement.</p> <p>5.6. Voluntary transfer of teachers.</p> <p>Positions will be filled on a seniority basis within each of the above-mentioned groupings. Numbers 1 through 4 will be undertaken on a central level and will be filled in accordance with those procedures outlined in Article XIV. Number 5 will be undertaken at the school level and will be governed by Article XIII.</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 2007-2008 <u>2008-2009</u> school year salary Agreement is as follows:</p> <p>1. Effective July 1, 2007 <u>2008</u>, all teachers will receive an across-the-board increase of <u>1% and a 1% one time bonus to be paid no later than December 19, 2008, equal to each teacher's normal rate of pay for the 2007-2008 2008-2009 school year. This</u> The <u>across-the-board increase will be added to the respective salary schedules. Should the State of Florida not withhold any additional money from the district in the form of a statewide holdback, the 1% cash bonus would be added to the salary schedule in the form of an across-the-board increase.</u> This increase will not apply to earnings from the 2007 <u>2008</u> summer school program.</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 <u>the amount of any across-the-board increase</u> one-half of any across the board increase agreed to for the 2008-2009 school years, as of the close of business on June 30, 2010.</p>	<p>The raise for this year will be 1% on the salary schedule plus a 1% bonus payable in December. Should the Legislature not withhold any further funds this school year from all districts, the 1% bonus will also go on the Teachers' Salary Schedule.</p>
<p><u>ARTICLE XXXI - BENEFITS</u></p> <p>A. Health Insurance</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> <p>a. Lifetime Maximum of \$5,000,000</p> <p>b. Deductible - Individual \$200 <u>\$300</u></p> <p>c. In-Network Coinsurance at no less than 90%</p>	<p>These changes represent an increase in the amount of out-of-pocket expenses incurred by employees using our health insurance plan. On the other hand, the increased out-of-pockets will result in a smaller premium increase, freeing up money for salary increases and lower premiums for families seeking coverage.</p>

<p>d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).</p> <p>e. Out-of-Pocket Maximum - \$1000 per individual plus deductible</p> <p>f. Yearly Physical Examination (subject to \$250 yearly limit)</p> <p>g. <u>Primary Care Physician/Specialist Co-pays</u> \$25</p> <p>h. <u>Prescription Drug Schedule</u> - \$15/\$30/\$50</p> <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>a. Lifetime Maximum - Unlimited</p> <p>b. Primary Care/Specialist Office Visit - \$40 <u>\$15/\$35</u></p> <p>c. Inpatient Hospital - \$100/Admission</p> <p>d. Emergency Room Visit - \$50</p> <p>e. Out of Pocket Maximum – \$1,500 per individual</p> <p>f. Yearly Physical Examination (subject to \$40 <u>\$15</u> co-payment)</p> <p>g. <u>Prescription Drug Schedule</u> - \$15/\$30/\$50</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. For the 2006 calendar year, the parties agree to offer Board paid partial subsidies of dependent care coverage as a trial program. Prior to the end of that period, the parties agree to evaluate the effects those subsidies have had on the overall premiums of the group as a whole and to consider the desirability of extending those subsidies for future years.</p>	<p>We are also including several of the plan specifications in contract language that were not previously enumerated in that language.</p> <p>By way of comparison, last year’s prescription drug plan benefits were \$5/\$15/\$30 in both plans and the HMO’s primary physician co-pay was \$15 and the HMO’s was \$10.</p> <p>Notice that the yearly out-of-pockets maximums remain unchanged.</p> <p>This change takes out the family supplement that had been offered on a trial basis for three years.</p>
<p><u>APPENDIX A – SALARY SCHEDULES IMPLEMENTATION:</u></p> <p>1. Credit for experience will be granted as follows:</p> <p>a. For newly hired teachers (i.e., those not previously employed by the Board at any time prior to June 30, 2003), one step will be granted for each full year of full-time teaching experience in any public school for which he or she received a satisfactory performance evaluation. <u>In the case of newly hired or re-hired teachers, service credit will not be given for those years of prior service which were applied towards retirement credit in the state(s) in which the teacher retired.</u></p>	<p>This change will severely cap the experience credit we grant on the salary schedule for new or re-hired teachers.</p>

<p>b. The employee’s initial step placement will then be one step above that determined herein. Teachers designated as “experts-in-field” will be placed on Step One of the Bachelor’s lane. For purposes of salary credit, “public school” refers to grades PreK-12 in an accredited public school located in the United States or in a foreign country if in a U. S. government-affiliated program. In the case of teachers of Adult Education, public school PreK-20 experience will be accepted.</p> <p>b c. If a teacher is employed by the Board at any time prior to June 30, 2003, separates from service with the Board and is subsequently is re-employed by the Board, he or she will return to the step from which he or she left the 30-step schedule or, for those who separated from service while still on the 15-step salary schedule, the step on the 30-step salary schedule to which the teacher would have been converted had he or she been employed on June 30, 2003. Additionally, the teacher will receive credit for any full-time public school teaching experience for which he or she received a satisfactory performance evaluation that he or she might have accrued in the period between when he or she left service of the Sarasota District Schools and his or her rehire, <u>except as specified in 1(a), above.</u> Prior service time will apply to the determining of the appropriate longevity bonus.</p> <p>e. d 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>7. Longevity Implementation:</p> <p>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. It will be the employee’s responsibility to apply for the recapture of prior service time in cases where service has been broken. Employees must make a claim to recapture prior service time for longevity purposes prior to December 1st of any school year to qualify for a longevity payment for that year. 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.</p> <p>GENERAL GUIDELINES:</p> <p>A. To be eligible for a supplement, faculty members, except for department, must be scheduled for a regular class load. To find the amount of supplement, multiply the index of the supplement by the Bachelors column salary <u>less 7.1% effective July 1, 2009</u> according to the number of years experience in a particular position or activity. Verification of experience will be required for anyone initially appointed after July 1, 1977. In coaching, an assistant coach moving to a head coaching position in another sport will start on Step One. A head coach who moves to an assistant coaching position in another sport will begin on Step One. An assistant coach moving to a head coaching position in the same sport will advance one step and will receive the head coaching index times the base of that step in the Bachelors column. For purposes of determining salary step, the athletic director’s position shall be considered in the same manner as the head coach. He/she will receive an increment one step above that which he/she received as a coach. Coaches will receive pay for all sports coached, but will receive only one head coaching salary.</p> <p><u>The parties agree to jointly appoint a committee to review supplement levels and to share their recommendation with next year’s bargaining teams.</u></p>	<p>For the past several years newly or re-hired teachers were given all their years of public school K-12 experience for salary credit. Some came to our district at top step of their respective salary lanes. We will no longer be counting time that applied to a teacher’s retirement from any district.</p> <p>Re-hired Sarasota teachers will no longer be able to recapture their prior service time for longevity purposes.</p> <p>Several years ago when the teacher work day was increased by 7.1% with an accompanying 7.1% salary increase, supplements incorrectly increased by a like amount. That was an error which is fixed with this language change. There will be no retroactive aspect to this “correction.”</p>
<p><u>APPENDIX C – CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK</u></p> <p>C. Administration</p> <p>1. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by participating teachers from the Human Resources Office.</p>	<p>These changes add 10 days to your</p>

<p>2. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection D-2.</p> <p>3. The committee will be composed of two voting representatives appointed by the Superintendent, two voting representatives appointed by the Union, and one ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.</p> <p>D. Benefits</p> <p>1. In the event a member of the bank suffers a catastrophic illness, accident, or injury, i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefit, <u>he or she may apply for the benefits specified below.</u> In the case of physical illness, a licensed medical doctor will be required to attest to the total disability of the employee. In the case of mental illness, the illness must be verified and disability attested to by a duly licensed psychiatrist. In either instance, the medical doctor or psychiatrist will include the appropriate diagnostic category. Prior to returning to duty, the disabled employee must provide verification from the physician or psychiatrist (in the case of mental illness) stating that they are able to return to work on the approved form. The member shall receive paid leave from the bank in the following manner:</p> <ol style="list-style-type: none"> a. All accumulated sick leave of the member must first be expended. b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of 20 continuous work days. However, the member may choose to use accrued vacation days as part of the 20 day period. c. Each time a member wishes to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave. This leave must be recertified every thirty-calendar day during which time the teacher is receiving benefits. d. Each member will be afforded a maximum number of days equal to four times the number of days he/she has earned at the beginning of the catastrophic illness, accident, or injury to a maximum of 90 <u>100</u> work days. A maximum of 90 <u>100</u> paid work days may be received from the bank by a member, per occurrence. Should a member of the Sick Bank exceed his/her 90 <u>100</u> days of benefits, he/she will be removed from the Bank. He/she may choose to re-enroll in the Bank as detailed elsewhere in this Appendix at a later date. e. <u>A member may appeal to the committee for re-hearing of his or her claim but the committee will remain the final arbiter of any decisions governing eligibility of any claim.</u> <p>2. Each application for Sick Leave Bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:</p> <ol style="list-style-type: none"> a. Two or more voting representatives may challenge the medical certification of the applicant. b. Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board. c. The panel doctor will examine the challenged applicant and review pertinent files and records. d. If the panel doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the Sick Leave Bank benefits. e. If the panel doctor disagrees with the medical certification of the applicant, the two doctors will choose a third doctor of their choice. 	<p>maximum sick leave bank benefit and clarifies and streamlines the appeal process.</p>
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~~f. The third doctor will examine the challenged applicant and review pertinent files and records.~~

~~g. If the third doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.~~

~~h. If the third doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.~~

~~i. Other than as set forth in this subsection (2.b), no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third doctor.~~

~~j. The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third doctor will be borne by the Board. If at any time the costs of the panel and third doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this Section.~~