

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 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. The parties agree changes may occasionally be necessary to this Article as more information and experience becomes available. As such, the parties have the right to alter the Article by mutual consent during the term of this Agreement. Any such changes will be immediately communicated to the members of the bargaining unit and will be added to the next ratification package for the approval of the parties.

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.

This is the revised teacher evaluation language. As we are making many changes we are including the entire article so you can see all the changes in the proper context. All of these changes were required to bring our teacher evaluation process into compliance with the requirements of SB 736.

| | |
|---|---|
| <p>Performance Improvement Process (PIP): A process afforded to <u>Category 2 and 3</u> teachers to support performance concerns as identified in TES. <u>The PIP process must be in place a minimum of four months.</u></p> <p><u>Internal Assistance Plan (IAP): A school based process afforded to Category 1 and 2 teachers to support performance concerns.</u></p> <p>90-Day Performance Probation: The statutory 90-day process <u>initiated after notification of unsatisfactory performance</u> 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 <u>continue to</u> offer assistance to the teacher in the form of a Performance Improvement Plan (PIP).</p> <p>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 evaluation form will include the following ratings: Highly Effective, Effective, Needs Improvement (Developing in the case of teachers in their first three years of service), or Unsatisfactory. Should 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.</p> <p>General Rules</p> <ol style="list-style-type: none"> 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 currently being placed on a PIP at the beginning of the 2011-12 school year will follow the process described herein. 8. <u>The PRIDE portion of the evaluation(s) will be completed at least two weeks prior to the last day of student attendance.</u> <p>A. Sarasota County Induction Program (SCIP)</p> | <p>This requires that all tenured and permanent annual contract teachers be placed on an IAP or PIP for four months before receiving negative PRIDE evaluation.</p> <p>The IAP definition was never included in definitions before.</p> <p>This is the Sarasota definition of the statutory 90-day performance probation.</p> <p>Due to the addition of test scores as a portion of a teacher's evaluation, second opinions are no longer relevant.</p> <p>These changes make it clear that teachers receiving assistance will do so under this new contract language.</p> <p>This requires that your administrator do your PRIDE observations at least two weeks prior to the end of school.</p> |
|---|---|

| | |
|--|--|
| <ol style="list-style-type: none"> 1. All first year Category 1 teachers or teachers possessing a temporary, one-year <u>probationary</u> contract will be assigned a SCIP Mentor and complete the full year 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 may 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 half year SCIP. | <p>Uses the term from the statute.</p> |
| <p>B. Teacher Evaluation System (TES)</p> <p>All teachers will be evaluated with the TES, described herein. All the appropriate observation and evaluation forms appear in Appendix D of this Agreement.</p> <p>Data collected during the Teachescape/PDA Classroom Walk Through observation process may not be used as part of a teacher's formal evaluation process.</p> <ol style="list-style-type: none"> 1. Category 1 Teachers, First Year Teachers <ul style="list-style-type: none"> <u>Non-renewal of any probationary contract teachers due to competency concerns will be governed by the following procedures:</u> <ol style="list-style-type: none"> a. All probationary contract teachers will be considered to be in Category 1 of the TES. b. Prior to the first PRIDE observation, the teacher shall be familiarized with TES. c. <u>Category 1 teachers will be evaluated based on multiple observations of varying lengths throughout the school year including at least one full class period or a complete lesson. As a follow up to these observations, a face-to-face conference will take place each semester (twice yearly.) The conference will provide feedback as to the status of each PRIDE competency.</u> ed. The approved observation and evaluation form(s) for Category 1 teachers will be in Appendix D. de. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated twice yearly. ef. During the first 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). eg. If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation <u>or an additional PRIDE observation</u> to determine if action is warranted. eh. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract. ei. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the probationary contract year, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. | <p>Teachescape is no longer used by the district.</p> <p>This makes it clear that non-renewal will follow the procedures described herein.</p> <p>This requires that a probationary teacher be observed multiple times for significant times prior to being evaluated.</p> |

| | |
|--|---|
| <p>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 determination is made but no less than four weeks from the inception of the IAP process.</p> <p>ij. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, or terminated during the probationary year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the PRIDE Evaluation.</p> <p>jk. Criteria for initiating a PIP</p> <p>(1) A score on the PRIDE rubric of Unsatisfactory or Developing.</p> <p>k. Outcome of the PRIDE Mid-Year Evaluation</p> <p>(1) Initiate IAP if a score on PRIDE is Unsatisfactory or Developing.</p> <p>(2) Continue PIP if score on PRIDE is Unsatisfactory or Developing.</p> <p>(3) Discontinue PIP if the score on the PRIDE is Effective or Highly Effective.</p> <p>l. Outcome of the PRIDE Final Evaluation</p> <p>(1) A Category 1 teacher who received assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.</p> <p>(2) A Category 1 teacher who receives an Effective or Highly Effective score on PRIDE will become a Category 2 teacher.</p> <p>m. Other than for procedural error, the evaluation or non-renewal of a Category 1 teacher for competency is not subject to the grievance and arbitration process.</p> <p>2. Category 2, Annual Contract (AC) Teachers</p> <p><u>Non-renewal of any annual contract teacher due to competency concerns will be governed by the following procedures:</u></p> <p>a. All annual contract teachers will be considered to be in Category 2 of the TES.</p> <p>b. Prior to the PRIDE observation (Long Form), the teacher shall be familiarized with the TES.</p> <p>c. <u>Category 2 teachers will be evaluated annually based on multiple observations of varying length throughout the school year including at least one full class period or a complete lesson. As a follow up to these observations, a face-to-face conference will take place each semester (twice yearly). The conference will provide feedback as to the status of each PRIDE competency.</u></p> <p>d. <u>If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation or an additional PRIDE observation to determine if action is</u></p> | <p>The PIP process will no longer be used with probationary teachers. They will be assisted via a school-based IAP.</p> <p>There are no PIPs for Category 1 teachers.</p> <p>The non-renewal of a permanent annual contract teacher for competence will follow the procedures described below.</p> <p>This requires your administrator to make multiple observations of significant duration.</p> |
|--|---|

| | |
|--|---|
| <p><u>warranted.</u></p> <p><u>e. If an administrator has documented performance concerns regarding a Category 2 teacher, that teacher will be afforded assistance through the IAP/PIP process for a minimum of four months prior to the PRIDE portion of the TES.</u></p> <p>ef. Category 2 teachers will be evaluated annually on TES. A Category 2 teacher will not receive a score of Developing/Needs Improvement on the PRIDE portion of the TES, without previously being on an IAP/PIP.</p> <p><u>g. A Category 2 teacher will not receive a score of Unsatisfactory on the PRIDE portion of the TES, without previously being on an PIP.</u></p> <p>d. If concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation to determine if action is warranted.</p> <p>e. If an administrator has documented performance concerns regarding a Category 2 teacher, that teacher will be afforded assistance through the PIP process for a minimum of four months prior to TES Final Evaluation, the PRIDE portion of the TES.</p> <p><u>fh. Criteria for initiating an <u>Internal Assistance Plan PIP (IAP)</u></u></p> <p><u>(1) A PRIDE Rubric Checklist score indicating the possibility of a Developing/Needs Improvement on the PRIDE portion of the TES.</u></p> <p><u>i. Criteria for initiating a Performance Improvement Plan (PIP)</u></p> <p><u>(1) A PRIDE Rubric Checklist score indicating the possibility of a "U" on the PRIDE portion of the TES</u></p> <p><u>(2) First TES Developing/Needs Improvement</u></p> <p><u>(3) First TES Unsatisfactory</u></p> <p>(1) A score on the PRIDE rubric of Developing/Needs Improvement or Unsatisfactory, or</p> <p>(2) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation, or</p> <p>(3) A teacher receiving a TES evaluation of Unsatisfactory initiates a 90-day performance probation, or</p> <p>(4) Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experience 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.</p> <p>g. 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</p> | <p>Prior to receiving a negative PRIDE evaluation you must be on a IAP/PIP for at least four months. No surprises!</p> <p>This is the criterion for instituting an IAP.</p> <p>This is the criterion for instituting a PIP.</p> <p>This is the deletion of the former language that is being replaced with what appears above.</p> <p>Permanent annual contract teachers (Category 2) are not entitled to a 90-day performance probation under the new statute.</p> |
|--|---|

~~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.~~

~~h~~hj. Outcome of the TES Evaluations

- (1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract renewed.
- (2) A teacher receiving a first TES evaluation of Developing/Needs Improvement score ~~on the TES~~ will have his or her contract renewed and will be offered assistance through a PIP.
- (3) A teacher receiving a second TES evaluation of Developing/Needs Improvement ~~initiates a 90-day performance probation~~ will have his or her contract renewed and will continue on a PIP.
- (4) A teacher receiving a first TES evaluation of Unsatisfactory ~~initiates a 90-day performance probation~~ will have his or her contract renewed and will be offered assistance through a PIP.
- ~~(5) 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.~~
- ~~(6) 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.~~
- ~~(7) All second opinion evaluation(s) will be completed at least two weeks prior to the last day of student attendance. The second opinion evaluator will use the PRIDE portion of the TES Final Evaluation.~~
- ~~(8) Conclude the PIP if the teacher receives a score on the PRIDE portion of TES as Effective or Highly Effective.~~
- (5) A teacher on an IAP or PIP receiving a TES of effective or highly effective will no longer receive assistance.
- (6) A Category 2 teacher who receives 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 may be non renewed.
- ~~(9) 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 TES.~~

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

3. Category 3, PSC and CC Teachers

~~a.~~ All Category 3 Teachers

~~(1)~~a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.

This specifically ties a Category 2 teacher's non-renewal to certain outcomes on the PRIDE and TES.

| | |
|---|--|
| <p>(2) 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.</p> <p>(3)b. Prior to the PRIDE observation (Long Form), the teacher shall be familiarized with the TES.</p> <p><u>c. Category 3 teachers will be evaluated annually based on multiple observations of varying length throughout the school year including at least one full class period or a complete lesson. As follow up to these observations, a face-to-face conference will take place each semester (twice yearly.) The conference will provide feedback as to the status of each PRIDE competency.</u></p> <p>(4) Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply:</p> <p>b. Category 3, Teacher Performance Concerns</p> <p><u>d. If performance concerns exist, the administrator will complete a PRIDE Observation (Short Form). If performance concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation or an additional PRIDE observation to determine if action is warranted.</u></p> <p><u>e. If an administrator has documented performance concerns regarding a Category 3 teacher, the teacher will be afforded assistance through the PIP process for a minimum of four months prior to the PRIDE portion of the TES.</u></p> <p><u>f. A Category 3 teacher will not receive a score of Needs Improvement on the PRIDE portion of TES without receiving a minimum of four months on assistance through a PIP.</u></p> <p><u>g. A Category 3 teacher will not receive a score of Unsatisfactory on the PRIDE portion of TES without previously receiving a minimum of four months of assistance through a PIP and receiving a TES Needs Improvement.</u></p> <p>(1) If concerns regarding the performance of a Category 3 teacher exist, the administrator will use the PRIDE Observation (Short Form).</p> <p>(2) If concerns exist following the PRIDE Observation (Short Form), the administrator will use the FPMS Summative Observation to determine if action is warranted.</p> <p>(3) If an administrator has documented performance concerns on the PRIDE Observation (Short Form) and FPMS summative, regarding a Level 3 teacher, that teacher will be afforded assistance for a minimum of four months prior to the TES Final Evaluation through the PIP process.</p> <p>(4)h. Criteria for initiating a Performance Improvement Plan (PIP)</p> <p>(1) A PRIDE Rubric Checklist score indicating the possibility of a Needs Improvement on the PRIDE portion of the TES.</p> <p>(2) TES Needs Improvement</p> | <p>Moved to Article XII, Section C (2).</p> <p>This requires your administrator to make multiple observations of significant duration.</p> <p>Prior to receiving a negative PRIDE evaluation you must be on a PIP for at least four months. No surprises!</p> <p>This is the deletion of the former language that is being replaced with what appears above.</p> <p>This is the criterion for instituting a PIP.</p> |
|---|--|

| | |
|--|---|
| <p>(a) A score on the PRIDE rubric of Developing/Needs Improvement or Unsatisfactory, or</p> <p>(b) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation, or</p> <p>(c) A teacher receiving a TES evaluation of Unsatisfactory initiates a 90-day performance probation, or</p> <p>(d) 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.</p> <p>h. (e) The teacher will have the opportunity to give provide 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. A teacher refusing a PIP waives the time and notification requirements provided herein.</p> <p>(5) i. Outcome of TES Evaluation</p> <p>(a1) A teacher receiving an Effective or Highly Effective score on the TES will have his or her contract renewed.</p> <p>(b2) A teacher receiving a first TES evaluation of Developing/Needs Improvement score on the TES will have his or her contract renewed and a PIP is initiated.</p> <p>(e3) A teacher receiving a second TES evaluation of Developing/Needs Improvement initiates a 90-day performance probation will have his or her contract renewed and continue on a PIP. Should the teacher receive a needs improvement or unsatisfactory on the PRIDE rubric at the mid-year conference of the following school year a 90-day performance probation shall be initiated.</p> <p>(e4) A teacher receiving a first TES evaluation of Unsatisfactory initiates a 90-day performance probation will have his or her contract renewed and continue on a PIP. Should the teacher receive a needs improvement or unsatisfactory on the PRIDE rubric at the mid-year conference of the following school year a 90-day performance probation shall be initiated.</p> <p>(e) A teacher who has completed the "90-day performance probation" and receives an Unsatisfactory, Needs Improvement, Effective or Highly Effective score on the PRIDE will have his or her contract held in abeyance until the student growth portion is completed and the TES final evaluation is determined.</p> <p>(f5) A teacher who receiving a second "U," a third "NI," or a combination of "NI" and "U" on the TES within a three year period may be terminated. 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.</p> <p>(g) 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 PRIDE portion of the TES Final Evaluation.</p> | <p>This language ties the outcome of the TES to what is required under SB736.</p> |
|--|---|

~~(h) Conclude the PIP if the teacher receives a score on the PRIDE portion of TES as Effective or Highly Effective.~~

~~(i) Any Category 3 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.~~

~~(6)j.~~ 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.

~~(7)k.~~ Any proposed termination due to failure to successfully complete a 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).

~~(8)l.~~ Other than for procedural error, the initial evaluation of a 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, who has either 10 or more students or 30% or greater of his/her students take state or district-identified assessment in subject area taught by teacher

The teacher's evaluation will be based 50% on PRIDE, 50% of the gains of students assigned to the teacher on a district-identified or statewide assessment when available in the teacher's subject area.

When three years of data ~~is~~ are 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.

2. Classroom teacher, other than a teacher included in Paragraph 1, who has a majority 30% or more of students taking a state or district identified assessment but in another subject area other than that taught by teacher

The teacher's evaluation will be based 50% on PRIDE, 50% on the gains of students assigned to the teacher on a district identified or statewide assessment when available. When three years of data ~~is~~ are 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.

3. All other classroom teachers not included in Paragraph 1 or 2

The teacher's evaluation will be based 50% on PRIDE, 50% on student gains on a set of measurable learning targets, until such time that a district-wide test is available, agreed to in advance between the parties. When three years of data ~~is~~ are 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

| | |
|---|--|
| <p>parties.</p> <p>4. Non-classroom teacher, serving students at one or two specific school(s)</p> <p>The teacher’s evaluation will be based 50% on PRIDE and 50% on the student growth scores for those students attending the specific schools to which the non-classroom teacher is assigned. When three years of data are not available for each teacher, the proportions will alter to 60% on PRIDE and 40% on student growth scores.</p> <p>5. All other non-classroom teachers</p> <p>The teacher’s evaluation will be based 50% on PRIDE and 50% on the student growth scores for the students in the district as a whole. When three years of data are not available for each teacher, the proportions will alter to 60% on PRIDE and 40% on student growth scores.</p> | |
| <p><u>ARTICLE XII - TEACHER CONTRACTS</u></p> <p>B. Category 2 Teachers, Annual Contracts (AC)</p> <ol style="list-style-type: none"> 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. 2. Other than for procedural error, the evaluation or non-renewal of a Category 1 or 2 teacher for competency is not subject to the grievance and arbitration process. 3. If the Professional Improvement Plan (PIP) is successfully completed, non-renewal may not be undertaken for performance reasons. 4. 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: <ol style="list-style-type: none"> 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 contract year (July 1 – June 30). Hours earned under subparagraphs (a) & (b) above may be used to satisfy this provision. <p style="margin-left: 40px;">Any teacher who fails to provide proof of the requirements listed above will not have their annual contract renewed.</p> <p>C. Category 3, Continuing Contract (CC)</p> <ol style="list-style-type: none"> 1. Any teacher who has a Continuing Contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefore, unless the teacher | <p>This requirement is no longer permissible under SB 736.</p> |

| | |
|---|--|
| <p>voluntarily relinquishes his/her Continuing Contract.</p> <p><u>(2) 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.</u></p> | <p>This is statutory language that used to appear in Article XI, Section B, 3(a), (2).</p> |
| <p><u>ARTICLE XXII - UNPAID LEAVES OF ABSENCE</u></p> <p>A. Categories of Unpaid Leaves</p> <p>10. Charter School Leave</p> <p>A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon application. The application must be submitted to Human Resources by June 30th <u>March 1st</u> of each year.</p> <p>B. Procedures:</p> <p>1. Requests</p> <p>All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave of absence shall be March 1st of each year. Teachers on extended unpaid leave shall notify the Department of Human Resources on or before March 1st of their intent for the coming year. Other than in case of emergency, once a teacher indicates his or her intent to return for the coming school year he/she will not be granted further extended unpaid leave pursuant to paragraphs A, D, G, or H <u>1, 4, 7, 8, or 10</u> above for that school year.</p> | <p>This change brings the notification date for teachers desiring charter school leaves into agreement with that for other leaves.</p> |
| <p><u>ARTICLE XXI - PAID LEAVES OF ABSENCE</u></p> <p>A. Categories of Paid Leaves</p> <p>1. Sick Leave</p> <p>a. Sicknesses or Death</p> <p>(1) Each full-time teacher is entitled to four days of sick leave as of the first day of employment of each current year, and thereafter is credited with one</p> | |

| | |
|---|---|
| <p>additional day of sick leave at the end of each month of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by Statute. "Sick Leave" shall be defined as personal illness or disability of the teacher, or illness or death of a member of his/her immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.</p> <p>(2) A teacher may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent or sibling <u>immediate family (as defined in subsection (1) above)</u> who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.</p> <p>(3) A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.</p> <p>(4) Other than as described in Section B above, sick leave credit may not be transferred or loaned to another teacher or employee.</p> | <p>This broadens the definition of family so that an employee can transfer his or her sick leave to a larger family group. This definition also includes domestic partners.</p> |
| <p><u>ARTICLE XXXI - BENEFITS</u></p> <p>A. Health Insurance</p> <p><u>Plan Specifications</u></p> <p>The parties agree to bid out the current health plans for the 2012 calendar year. The specifications for those plans appear below.</p> <p>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 the difference.</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. <u>Unlimited</u> Lifetime Maximum of \$5,000,000</p> <p>b. Deductible - Individual \$500</p> <p>c. In-Network Coinsurance at no less than 90%</p> <p>d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).</p> | <p>This language is in response to the changes to health care required by the Affordable Care Act. It does not change how much employees have to pay out of pocket from the present amount.</p> |

| | |
|--|--|
| <ul style="list-style-type: none"> e. Out-of-Pocket Maximum - \$1500 per individual plus deductible <u>\$2,000 including deductible</u> f. Yearly Physical Examination (subject to \$250 yearly limit) g. Primary Care Physician Co-Pay - \$25; Specialist Co-Pay - \$50 h. Prescription Drug Schedule - \$20/\$40/\$60 i. Emergency Room Visit - \$150 <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> <ul style="list-style-type: none"> a. Lifetime Maximum – Unlimited b. Deductible - \$250 c. Primary Care/Specialist Office Visit - \$20/\$40 d. Inpatient Hospital - \$200/Admission e. Emergency Room Visit - \$150 f. Out of Pocket Maximum – \$1,500 per individual <u>\$1,750 including deductible</u> g. Yearly Physical Examination (subject to \$20 co-payment) h. Prescription Drug Schedule - \$20/\$40/\$60 <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 - \$25,000 <u>\$50,000</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 teachers | <p>This restores our Board-paid life insurance to the pre-recession \$50,000 level, doubling the coverage from the present amount.</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 2012-2013 school year salary Agreement is as follows:</p> <ol style="list-style-type: none"> 1. Teachers will receive their normal longevity progression for the 2012-13 school year and will be advanced an additional longevity step to compensate for any longevity progression not granted for the 2011-2012 school year. 1. Any teacher not receiving a salary increase due to longevity progression will receive a cash bonus equal to three percent (3%) of Step Zero of the teacher's current salary lane. Any teacher receiving this bonus will be paid one half of the bonus on his or her December 14, 2012 paycheck and the remainder on his or her June 14, 2013 paycheck. To qualify to receive the bonus payment on December 14, 2012, the teacher must have worked at least 50 days prior to December 14, 2012 and be in a paid status during the pay period (November 16-29, 2012). To qualify to receive the bonus payment on June 14, 2013, the teacher must have worked at least one-half the year plus one day and be in a paid status during the pay period (May 17-June 1, 2013). There will be no proration of these bonuses for teachers working less than a complete school year. 2. The Board agrees to grant all teachers two compensatory days for the 2012-13 school year. These days will be taken by all staff on Monday, August 13, 2012 and either Tuesday, June 4, 2012 for 196 day staff or Friday, June 7, 2013 for 220 day and 240 day staff. All work sites will be closed on Monday, August 13, 2012 and Friday June 7, 2013. 1. <u>For the 2013-14 school year all salary schedules will receive a 3.25% (three and one quarter percent) across-the-board increase. This increase will be fully retroactive to July 1, 2013 for all teachers who received an overall TES evaluation of Highly Effective, Effective, or Needs Improvement/Developing for the 2012-13 school year. There will be no step increments granted for the 2013-14 school year.</u> <p><u>The parties agree that should the funding level provided by the Teacher Salary Allocation line item of 2013 (\$6.3 million after reduction for charter schools) not be appropriated or converted to an increase in the base student allocation or other funding source, each employee's salary and the included salary schedules will be reduced by 3.25% (or a pro-rata reduction in the case of partial reduction in the Teachers Salary Allocation line item of 2013) as of the close of business on June 30th of the last school year such appropriation was made.</u></p> | <p>This year's salary increase is a 3.25% across-the-board increase. All salaries will be increased by 3.25%. Teachers receiving an Unsatisfactory overall evaluation on the TES (probably less than 5 teachers, district-wide) will not receive retroactivity. All other teachers will. Should the state not fund this increase in future years, the money or a portion of it will come off the salary schedule and bargaining will begin anew on how to fund it.</p> <p>No step increments will be granted this school year.</p> |

| | |
|--|--|
| <ol style="list-style-type: none">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.3. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.4. Step raises are negotiable yearly. | |
|--|--|