7-1-1985

Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1985)
Sarasota County, Florida School Board and Sarasota Classified/Teachers Association (1985)

**Location**
Sarasota Co., FL

**Effective Date**
7-1-1985

**Expiration Date**
6-30-1988

**Number of Workers**
1800

**Employer**
School Board of Sarasota County, Florida

**Union**
Sarasota Classified/Teachers Association

**NAICS**
61

**Sector**
Local government

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INSTRUCTIONAL

BARGAINING UNIT

AGREEMENT
between the
SARASOTA CLASSIFIED/TEACHERS ASSOCIATION
and the
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

July 1, 1985 - June 30, 1988
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- C: Conditions and Procedures for Sick Leave Bank - C-1
- D: Bargaining Unit Inclusions/Exclusions - D-1
ARTICLE I - RECOGNITION

A. The School Board of Sarasota County Florida recognizes the Sarasota Classified/Teachers Association, hereinafter referred to as the Union, as the exclusive bargaining representative of the employees in the bargaining unit described herein:

The bargaining unit shall include employees of the Board whose position requires certification including: department chairmen, grade level chairmen, guidance counselors, social workers, classroom teachers, visiting teachers, homebound teachers, librarians, media, or audio visual specialists, psychometrists, psychologists, and all specialists, senior teachers, summer school teachers and itinerant personnel, whose duties constitute fifty percent (50%) or more of their time at the school level and/or instructional functions other than those persons in administrative or supervisory positions (Florida Statute Chapter 228.091 (10)).

The bargaining unit shall not include: Board Members, Superintendent, Deputy Superintendent, Associate Superintendent, Administrators, Principals, Directors, Assistant Principals, Project Directors, Supervisors, Program Directors (Vocational Technical), Managers, Managerial Employees, Confidential Employees, Classified Employees, Non-Instructional Staff, members of other bargaining units of the Board and all other employees whose position does not require certification, and any other employee paid on the administrative supervisory salary schedule and not directly included in the unit.
ARTICLE II - DEFINITIONS

ADMINISTRATOR
An employee of the Board who is excluded from the bargaining units paid on the Administrative salary schedule.

UNION
The Sarasota Classified/Teachers Association.

BOARD
The School Board of Sarasota County, Florida or its designee.

WORKDAY
Unless otherwise indicated in the Agreement, a duty day of the employee.

EMPLOYEE
Unless otherwise indicated, a member of the bargaining unit as defined in Article I.

PRINCIPAL/DIRECTOR
The chief administrator of a school or cost center or his designee.

SUPERINTENDENT
The Superintendent of Schools or his designee.

TEACHER
Unless otherwise indicated, a member of the bargaining unit as defined in Article I.

REGULAR WORK WEEK
Unless otherwise indicated in the Agreement, the regular work week shall be Monday through Friday. Any change in the regular work week shall require that both parties mutually agree to such change(s) and provide at least 30 calendar days of notification.

WORK YEAR
The regular work year for employees covered under this contract shall normally be 196 duty days. Specialist work year shall consist of 220 duty days.

If the School Board decides to increase the work year beyond 196 days, the Board will negotiate the proposed change and the compensation for such extension with the SCTA. Effective 1985/86, there is no guarantee of extra duty days on the part of the Board. Such days are to be considered annually and be subject to the approval of the Superintendent of Schools.

Employees hired before the 1985-86 agreement who work in excess of 196 days shall continue to receive one vacation day for every twenty (20) additional duty days.
ARTICLE II (continued)

In the case of those employees whose current contract is in excess of the 196 days said employees will not have their contract year reduced except as outlined in Article XV, Reduction in Force.

SCHOOL CALENDAR

The School Calendar as adopted by the Board. The Board will incorporate six (6) paid holidays into the calendar that will be part of the one hundred ninety-six (196) day contract. Before adopting the calendar, the Board will consider the requests of the Union.

QUALIFICATIONS

A teacher who has instructional skills and/or training needed but not possessed by a more senior teacher.

CONTINUOUS SERVICE

Non-interrupted service to the Sarasota County School System from the first day of service, to any implementation of this policy. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service.
ARTICLE III - SCOPE OF BARGAINING

A. The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

B. Procedures

The Superintendent and the Union shall meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the terms and conditions of employee of the employees. (Florida Statutes Chapter 447.203 (14))

C. Agreement

Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the employee and approved by the Board at a regularly scheduled meeting (Florida Statutes Chapter 447.309 (1)).

D. Resolution of Impasse

Section I - Mediation

In the event that an impasse is reached by the parties during the course of negotiations, either party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the mediator selected according to the rules of the FMCS and attempt to reach agreement by good faith negotiations as rapidly as possible. (Florida Statutes Chapter 447.403 (1)). Should the FMCS decline to assert jurisdiction over a dispute either party may request a mediator from PERC (Check PERC Rule 500.4). The mediation stage may not be waived except by consent of both the Board and the Union.

In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Master as provided in Florida Statute Chapter 447.403, 447.405, 447.407 and 447.409.

Section II - Special Master

Use of a Special Master shall be in accordance with applicable Florida Statutes Chapter 447.403, 447.405, 447.407 and 443.409.

Section III

If the union or the School Board rejects in whole or in part the recommended decision of the Special Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly authorized committee 3 neutral parties to hear the parties positions and resolve the disputed issues. The 3 neutral parties to be selected from a list supplied and consistent with the procedures of the FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union for final ratification.
ARTICLE IV - UNION RIGHTS, PRIVILEGES AND OBLIGATIONS

Section 1 - Employer Information

The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocations, board budgets) agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information the Union will bear all reasonable expenses.

Section 2 - Payroll Deduction

A. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues from his salary. Each authorization shall be effective until the earlier of the two following dates.

1. Loss of certification as the bargaining agent for the employees covered by this contract.

2. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and the Union.

B. The Board shall provide for a fee of $250. to the Union payroll deduction for union members. The Board shall transmit to the Union any and all deductions within fifteen (15), except in the case of reasonable delays.

C. The Board's obligations with respect to said funds are the collection and transmittal of the funds within fifteen (15) days whenever possible, the provision for half-time deduction at the earliest opportunity and the provision to take TIGER deductions from the 11th month check. The Union, its officers, agents and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members, agencies of law, with respect to the use of disposition of said funds, after they have been transmitted to the Union.

D. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents or members.

Section 3 - Union Meetings and Activities

A. Whenever possible, the senior representative or designee shall not be assigned non-teaching duties so as to carry out those responsibilities associated with enforcing this agreement.
ARTICLE IV (continued)

B. The Unions Negotiating Committee, not to exceed ten (10) persons at any given time, shall be granted release time with pay for contract negotiations, not to exceed five (5) days.

C. Upon ratification of the agreement the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This will normally be accomplished during the first week of school when students are not in attendance or at another mutually agreeable date and time schedule.

D. The Union reserves the right to hold meetings at School Board facilities/ work locations upon 24 hour notification to the principal/supervisor by the union representative.

E. The Senior Representative or designee shall be allowed to present the views of the organization at any faculty meeting as a last agenda item. The Administration shall make every effort to forward to the Senior Representative any and all agenda items relative to said faculty meeting. Unless an emergency exists no faculty meeting shall be held without 48 hours notice.

Section 4 - Union Activities At Work Locations

A. Whenever possible the union representative shall be allowed to conduct union business throughout the workday other than during instructional or teacher planning time unless otherwise agreed to by the parties.

B. Union representatives shall have access to any cost center for the purpose of enforcing this agreement consistent with applicable statutes.

C. The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective cost center. Public address systems and other means of communication which are available within the cost center may be utilized by the union for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator.

Section 5 - Inter School Mail

Within the guidelines of the U.S. Postal Service and related quasijudicial rulings the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material.

Section 6 - Time for Union Representatives

A. The senior representative or designee will be relieved from duty at times mutually agreed to by the parties in order to carry out those responsibilities associated with this agreement.
ARTICLE IV (continued)

B. Whenever possible, the senior representative or designee, will be relieved from homeroom duties. The building administrator shall have the right to assign an alternate teacher or paraprofessional to the homeroom duty without recourse to the grievance procedure.

C. Elected Union Representatives shall be granted one (1) working day per semester without loss of pay to attend union seminars and meetings.

D. The elected delegates to the yearly convention shall be granted one day release time to attend said activities.

Section 7 - Office Space and Equipment

A. The employer agrees to provide space at each site for a file cabinet so as to protect the confidentiality of union records.

B. If available the employer agrees to provide the union representative at each site with a file cabinet and typewriter.

Section 8 - Bulletin Boards

A. The employer shall provide bulletin boards specifically for the Union in all lounges, planning areas and teacher cafeterias for the purpose of posting union information.

Section 9 - New Employee Orientation

The Union and the Board shall conduct new employee orientation programs at mutually agreeable times.

Section 10 - Information From The Board

A. The Board shall provide to the Union on a regular basis lists of vacancies, and additions from the bargaining unit, including Board minutes.

B. The Board shall provide the Union with a complete set of School Board rules, regulations and policies and changes thereof.

Section 11 - Parking

Under normal circumstances employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.

Section 12 - Right to Representation

A. No disciplinary action may result from a meeting between an employee and his supervisor and/or other management official unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the employee is allowed Union representation, if he/she so desires. If a request for representation is made, it shall be honored.
ARTICLE IV (continued)

B. The Union has the right to be present at any meeting of the employer and employee, if that meeting is for the purpose of discussing teacher competency.

C. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

D. The Board agrees to notify the Union of any meeting relative to A and B above at least 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date is mutually agreeable by the parties: An emergency is defined as (1) any condition that constitutes a real and immediate danger to the district; and (2) any serious charge as outlined in Chapter 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours of the knowledge of such incident.

Section 13 - Exclusivity Clause

Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this agreement, hold union meetings, distribute union literature, have access to the public address system, school grounds and buildings for union purposes.
ARTICLE V - EMPLOYEE RIGHTS

Section 1

Consistent with Chapter 447 and the Florida Statutes each employee of the bargaining unit has the right, freely and without fear of penalty of reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The employer agrees that the right to assist the union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Governor, the Legislature, or other appropriate authority. The employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the employer to encourage or discourage membership in the Union.

Section 2

Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. However, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views.

Section 3

No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal statutes.

Section 4

Employee participation in charitable drives and in U.S. Savings Bonds campaigns are voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

Section 5

All School Board policies shall be uniformly administered throughout the bargaining unit.

Section 6

Employees shall not be subjected to prohibited personnel practices.

Section 7

Annual contract employees will be granted Professional Services Contract 3 years after satisfactory performance. Consistent with applicable statutes Annual Contract Status can be extended to a 4th year.
ARTICLE V (continued)

Section 8

A. Employees shall not be required to attend any meetings after the normal workday other than normally scheduled faculty meetings and parent-teacher conference meetings and open house.

B. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis.

Section 9

Employees shall not transport students except in accordance with School Board policy.

Section 10

Except in emergency circumstances administrators shall not discipline employees in the presence of students, parents, other faculty or staff members.

Section 11

A. If any action(s) is brought against an employee arising out of his/her scope of employment the Board will decide on a case by case basis after a full investigation of the GO Team, with respect to the providing of legal defense to the employee. The Board will consider, among other points, the following:

1. Was the employee acting in accordance with Board policy and regulations.

2. Was the employee acting in accordance with state statutes.

3. Did the administration recommend any type of disciplinary action toward the employee because of his/her actions.


B. "GO TEAM"

Purpose: To investigate those incidents directly related to situations arising out of a teacher's employment which may result in civil action or criminal prosecution or other investigations as deemed necessary.

Responsibilities: Upon activation by the Superintendent the team shall investigate and report to the Superintendent and his/her designee and to the President and/or Executive Director of SC/TA or appropriate designee any and all findings relevant to the alleged incident and may make recommendations relative to same, including, any minority reports.

"Go Team" Make-Up: The "Go Team" shall be composed of five members, three to be selected by the Board and two by the SC/TA. The Superintendent shall appoint the chairman of the "Go Team" whose responsibility shall be to outline the procedure including time frames with respect to the investigation.
ARTICLE V (continued) -3-

Reports: The reports of the "Go Team" shall include, but not be limited to, those items outlined in Article V, Section 2 of Employee Rights. A preliminary report shall be rendered within twenty-four hours of the incident and a final report as soon as possible thereafter.

Released Time: Upon activating the "Go Team", members shall be released without loss of pay during duty hours and/or compensated at the appropriate rate of pay if beyond the scope of their normal duty day.

Guidelines and Checklists: Upon implementation of this program, team members shall be charged with outlining minimum guidelines and standardized checklists necessary for fulfilling these obligations. Such guidelines and checklists are to be subject to approval by the Board and the SC/TA.

Section 12

A. The placement of written reprimands in the official Personnel File shall be in accordance with 231.291. Any employee who is recommended for suspension or termination during the period of contract shall be afforded due process in accordance with state statutes.

B. If a suspension is deemed necessary because of threat of harm of the employees' own safety or safety of others, or other good reason, he/she shall be suspended with pay until such time as the Go Team issues its preliminary report or, until the next regularly scheduled board meeting, or until due process has been completed and a final decision rendered.
ARTICLE VI - MANAGEMENT RIGHTS

1. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its own sole exclusive discretion, in keeping with federal and state laws on all of the following matters, providing such exercise is consistent with the express terms of this Agreement;

   a. to manage the school system and exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof.

   b. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments.

   c. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and State Law.

   d. to determine and adopt such policies and programs, standards, rules and regulations as are deemed by it necessary for the efficient operation and general improvement of the Board's school system and to select management, supervisory, administrative and other personnel.

   e. to set methods, means of operations and standards of services to be offered throughout the Sarasota County School System and to subcontract such operations and services to the extent deemed practical and feasible to the board.

   f. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.

   g. to determine and re-determine job content.

   h. to decide the number, location, design and maintenance of its schools, departments and facilities, supplies and equipment.

   i. to determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote, demote and direct all employees of the Board consistent with this agreement.

   j. to discharge and suspend any employees of the Board and take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons.

   k. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and the employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board.
ARTICLE VI (continued)

1. All other rights to manage the school system and the educational processes which are not recited in or expressly limited by the Agreement are reserved to the Board.

2. Any of the rights, powers or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged, limited or modified by the written terms of this Agreement.

3. The Board has the sole, exclusive right to direct the managerial supervisory, administrative personnel and any other person not covered by this Agreement to perform any task in connection with the operation of the school system, whether or not performed by the employees within the bargaining unit.

4. The board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitution of the State of Florida.
ARTICLE VII - CHANGES IN PAST PRACTICES AND TERMS AND CONDITIONS OF EMPLOYMENT

Section 1
The parties shall honor the existence of past practices, terms and conditions of employment unless said practices and/or terms and conditions of employment have been altered or changed within the confines of this agreement.

Section 2
The principal shall consult with the building Senior Representative prior to implementation of any change in terms and conditions of employment.
ARTICLE VIII - FAIR PRACTICES

Section 1

There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, religious and political belief, or religious and political activities outside the school day and school premises.

Neither the Board nor the Union shall discriminate against employees because of membership in the Union.

Section 2

Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes and DOE policies and regulations.
ARTICLE IX - TEACHER DUTY DAY

A. A teacher's duty day shall be the equivalent of instructional and non-instructional minutes per day in a particular school.

1. All full-time teachers shall have a duty free lunch period of not less than thirty (30) minutes.

2. Teachers agree to meet the requests for assistance of conferences initiated by students or parents that require time outside the regularly prescribed duty day. Such meetings shall be arranged by the teacher at the earliest convenience of the parties involved.

3. The regular duty day can be extended for as long as needed in emergencies which threaten the health or safety of students.

4. Attendance at faculty meetings may be required by the Principal provided:
   a. two (2) days advance notice is given;
   b. there is a prepared agenda;
   c. the meeting is directed to substantially all faculty members present;
   d. the subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda.

5. All teachers shall be provided planning time as outlined in Sections B, C, D, E of this article.

B. Middle Schools

1. The normal middle school instructional assignment (teaching that requires preparation, instruction, evaluation) will be no less than two hundred fifty (250) minutes but in no event exceed three hundred (300) minutes per day.

2. The normal middle school day (block schedule) will allow teachers a duty free lunch of not less than thirty (30) minutes and planning/conference time will be approximately seventy (70) to ninety five (95) minutes per day on the average. Reasonable efforts will be made to build middle school schedules to accommodate the stated lunch and planning/conference times. In making a middle school block schedule which is less than stated above, The Principal will meet with the Faculty Council to discuss and receive recommendations about appropriate changes.

3. Instructional and planning time will range from Three Hundred Twenty (320) minutes to Three Hundred Ninety Five (395) minutes per day. The remaining time will be assigned at the discretion of the principal. Under no circumstances shall the duty day exceed Four Hundred Twenty (420) minutes per day.
C. High Schools

1. Normal secondary instructional assignments (teaching that requires preparation, instruction, evaluation) will be two hundred fifty (250) minutes but in no event exceed three hundred (300) minutes per day. Reasonable effort will be made to build master schedules designed to accommodate two hundred fifty (250) minutes instructional assignments with no more than three course preparations.

2. The high school teacher shall be provided a minimum of one uninterrupted planning period per day.

3. In making instructional assignments which exceed two hundred fifty (250) minutes per day, the principal shall consider the following criteria:
   a. voluntary requests to carry an additional instructional assignment;
   b. established course offerings cannot be provided to enrolled students without such extra instructional assignment;
   c. required extra instructional assignments will be corrected at first semester break;
   d. required extra instructional assignments that cannot be corrected at semester breaks will be rotated to different teachers where possible.

4. The combination of instructional and non-instructional duty shall not exceed three hundred (300) minutes per day. In addition, teachers may be assigned a homeroom period not to exceed ten (10) minutes.

D. Vocational School

1. The schedule of vocational teachers shall adhere to the high school standards except where federal requirements, state requirements, licensing requirements, and/or special student need prohibit compliance. In such areas, the instructional assignments shall not exceed a weekly average of three hundred thirty (330) minutes per day.

E. Elementary Schools

1. The normal elementary instructional assignments (teaching that requires preparation, instruction, evaluation) will be three hundred (300) minutes but in no event exceed three hundred thirty (330) minutes per day. Reasonable efforts shall be made to build elementary schedules to accommodate three hundred (300) minutes instructional assignments.
2. In making instructional assignments which exceed three hundred (300) minutes per day, the Principal shall consider the following criteria:
   
a. instructional assignments that exceed three hundred (300) minutes will be corrected at the first reasonable opportunity that does not unnecessarily disrupt student schedules.

b. when instructional assignments that exceed three hundred (300) minutes per day must be carried into a succeeding year, such instructional assignments will be rotated to different teachers where possible.

3. The combination of instructional and non-instructional duties shall not exceed three hundred thirty (330) minutes per day.

4. Teachers may use the time during which their students are under the direction of special area personnel for planning and/or conference. Notwithstanding the foregoing, teachers shall have a minimum of 225 minutes per week of uninterrupted planning time. Teachers who have more than 225 minutes per week of planning time may be assigned additional, reasonably-related duties.
ARTICLE X - SCHOOL LEVEL FACULTY COUNCIL

A. Organization

1. A Faculty Council for each school center or service area shall be organized and meet with the principal at the convenience of all of the members of the Council, for the duration of the school year, provided there is a written agenda 24 hours prior to the meeting. Said meetings may be held during the school day provided individual members do not have classes when the meetings are held. Any teacher shall be eligible to be nominated and elected to the Faculty Council.

2. Said Council shall consist of:

   a. High School

      One teacher from each department, to include Chapter I, if applicable, selected by the teachers within the department by nomination and secret ballot. Small departments may combine to select a single representative if agreed upon by a majority of the teachers involved.

   b. Middle Schools

      Two teachers from the Basic Academic Skills, to include Chapter I if applicable, per grade level selected by the teachers within the area by nomination and secret ballot. Two teachers from the Exploratory area, to include art, music, P.E., and vocational, selected by the teachers within the area by nomination and secret ballot. One teacher from the area of pupil services, to include guidance, media, and ESE selected by the teachers within those areas by nomination and secret ballot.

   c. Elementary Schools

      One teacher from each grade level, to include Chapter I, selected by the teachers within the grade level by nomination and secret ballot. Small schools may combine grade level to select a single representative if agreed upon by a majority of the teachers involved. Three or more special area teachers in a school can select one teacher. Less than three special area teachers in a school shall be assigned by the Principal for the purpose of nomination, to a grade level(s).

   d. Unit School

      Where a school exists, comprised of more than one school center operating under a common philosophy, administration, goals and objectives, there shall be organized a unified school faculty council. Said unified faculty council shall consist of one representative from each school level (elementary, middle and high). The number of faculty to be represented by each Unified Faculty Council representative to be voted upon each spring for the next school year based on size, configuration, etc. of the various components of the unit school.
ARTICLE X - (continued)

e. In no case shall the council be less than three members plus the Principal (designee of the unit school administration) acting ex-officio.

3. The Faculty Council shall select its chairman from within its membership.

4. The Faculty Council shall exist in addition to any other committee or group within the building.

5. The Council shall be elected in the spring of each school year in order to organize and plan for the following school year, and to allow scheduling to provide school day meetings where, in the judgement of the Principal, it is practical.

6. When vacancies occur they shall be filled by election as provided by Section A-2 of this Article.

B. Powers and Responsibilities

The Faculty Council may advise the school building Principal regarding policies that govern the school. In unit schools, the Unified Faculty Council may advise the unit school administration regarding policies that govern the unit school.

C. Operating Procedures

1. In cases of procedural disputes, Roberts Rules of Order shall prevail.

2. Parents, students, Parent Teachers Associations or groups and individuals employed in the school, shall be placed on the Faculty Council agenda upon request to propose school policies.

3. If the Principal declines to accept or act upon a recommendation of the majority of the Faculty Council, the Council may take the recommendation to the entire faculty for a secret ballot referendum. Such referendum would not be binding upon the Principal nor subject to grievance unless expressly permitted elsewhere in this Agreement.

4. If the administration of a unit school declines to accept or act upon a recommendation of the majority of the Unified Faculty Council, the Council may take the recommendation to the total unit school faculty for secret ballot referendum. Such referendum would not be binding upon the unit school administration nor subject to grievance unless expressly permitted elsewhere in this Agreement.

5. If the Principal chooses not to accept or act upon the recommendation of the majority, the Faculty Council may make a direct appeal to the appropriate Director or to the Superintendent if deemed necessary.
ARTICLE XI - SYSTEM-WIDE INSTRUCTIONAL COUNCIL

A. A Council shall be created to advise the Superintendent on matters pertaining to improvements of the system-wide instructional program. The Council may consider, advising on proposed change in areas such as philosophy and goals, needs assessment, courses of study and/or curriculum guides, instructional materials selection, teaching strategies, organizational patterns, assessment programs, student evaluation and progress reporting, research and development, and instructional environment, and comprehensive planning and its implementation.

B. Council membership shall consist of eleven (11) teachers appointed by the Association, four administrators appointed by the Superintendent, and six citizens, one appointed by each of the School Advisory Committees.

C. The Council shall elect a chairperson from among its members.

D. The Board shall agree to provide reasonable clerical assistance and substitutes for teachers when meetings are held during the student day. The Superintendent shall be responsible for scheduling meetings and approving the employment of the substitutes.

E. Meetings will be held at least once a month providing one or more agenda items have been identified.

F. The Council may request the services of persons with specialized expertise for information and recommendations as necessary.

G. If a recommendation of the Council is not accepted by the Superintendent, upon request of the Council a copy of the Council's recommendation shall accompany the Superintendent's recommendation to the Board. The Council shall have the right to present its views in person to the Board at this time. The rejection of Council recommendations shall not be subject to grievance and the arbitration procedure (Article XXV).*
ARTICLE XII

A. TEACHER EDUCATION CENTER

1. A Teacher Education Center, which is established by the Board, shall operate in accordance with Chapter 231 of the Florida Statutes. The Board shall determine the term of existence of the Teacher Education Center. The Board's decision to abolish the Teacher Education Center at any time shall be final and not subject to the grievance and arbitration procedure (Article XXV).*

2. The Board shall appoint a Teacher Education Center Council whose duties and responsibilities to the Board and the Superintendent shall be:

   b. to develop goals and objectives for the Center within the policies as determined by the Board and specified in Chapter 231 of the Florida Statutes;
   c. to recommend the employment of an appropriate Teacher Education Center staff;
   d. to make recommendation on an appropriate budget;
   e. to perform such other duties and responsibilities as are approved by the Board;
   f. to review and make recommendations to the Board on all programs developed and/or implemented by the Teacher Education Center staff.

3. The Board shall perform the following duties and responsibilities:

   a. appoint the members of the Teacher Education Center Council;
   b. adopt policy and procedure for the Center;
   c. adopt a budget for the T.E.C.;
   d. appoint the director and staff of the T.E.C.

4. If a recommendation of the T.E.C. Council is not accepted by the Superintendent, upon request of the Council, a copy of the Council's recommendations shall accompany the Superintendent's recommendations to the Board. The Council shall have the right to present its views in person to the Board at this time. The rejection by the Board or the Superintendent of the Council's advise or recommendations shall not be subject to the grievance and arbitration procedure (Article XXV).*
ARTICLE XII - continued

5. MEMBERSHIP

a. The T.E.C. Council shall consist of but not be limited to: two (2) primary teachers; two (2) intermediate teachers; two (2) middle school teachers; two (2) senior high teachers; one (1) exceptional child education teacher; one (1) vocational/adult education teacher; one (1) teacher selected by the S.C./T.A.; one (1) secondary principal; one (1) middle school principal; one (1) elementary principal; one (1) central staff representative; one (1) lay member; one (1) representative from Manatee Community College; and two (2) representatives from the University of South Florida. Any adjustment made in the number of members on the Council shall maintain the teacher majority as mandated in Chapter 231 of the Florida Statutes.

b. Positions to be held by teacher members of the Council shall be filled as follows:

1. The faculty council of each school center shall receive nominations from all interested teachers at that center and conduct a secret ballot election by the teacher members of that staff.

2. The name of the candidate so determined by a majority vote shall be placed on a countywide list for each appropriate teacher position on the T.E.C. Council. From this list of candidates, the Board shall select the teacher members of the Council.

c. So long as the Center is in existence, the term of office for each Council member shall be two (2) years, with even numbered positions appointed on even numbered years and odd numbered positions on odd numbered years. Council members may serve two (2) consecutive terms.

B. INSERVICE EDUCATIONS

Inservice education for teachers developed by the Teacher Education Center and/or other divisions shall be in accordance with the following procedures:

1. Voluntary inservice training shall be based upon and developed from needs assessments and/or special requests solicited from the teachers.

2. When the Board or administration determines that involuntary inservice training is necessary, the following criteria shall be employed:

a. A training component shall be developed for inservice education including the purposes, type of participants, length of training, type and nature of credit being offered (if any), and specific objectives, and evaluation procedures which shall include pre-and post-assessments. Participants meeting criteria for mastery on the pre-assessment shall be excused from the mandated training.

b. When possible, at least one alternative training time may be made available for participants.
c. Mandated inservice training will occur only during the teacher duty day unless the activity was stipulated as a specific condition of employment prior to the teacher's annual contract.

d. Inservice professional improvement activities may be scheduled on professional duty days. However, the principal and administration shall reserve one-half (1/2) day for records keeping by teachers on those professional duty days scheduled at the end of grade reporting periods. Other activities may be scheduled for those teachers who indicate they do not need the one-half (1/2) day for records keeping.

3. Substitutes may be permitted for participants in certain inservice activities if approved by the Superintendent.

4. Expenses and per diem reimbursement are permissible for participants in certain out-of-county professional improvement activities if approved by the Superintendent.

5. Inservice points may be translated into credit on the salary schedule under guidelines recommended by the Superintendent and approved by the Board in accordance with the law. If credit is so approved, the type and nature of credit offered shall be determined in advance of any inservice training.
ARTICLE XIII - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

Section 1 - Staff Evaluation Procedure

A. All teachers shall be evaluated at the intervals in compliance with applicable Florida Statute(s).

B. Pre-Conference: All administrative/supervisory personnel responsible for the evaluation of staff shall schedule a pre-evaluation conference with staff members prior to initial classroom observations. This conference will be held annually with all annual contract personnel no later than September 30.

It is the purpose of this conference to establish a climate of "openness" where the teachers will feel confident and willing to seek help and assistance from their respective administrator/supervisor.

C. Class Observations: Each written evaluation will be based on a minimum of two visitations totaling not less than 60 minutes of actual observation time. Dates when observations occurred will be listed on written evaluation form. Evaluators are encouraged to make both formal (lengthy) and informal (brief) visits to the classrooms.

D. Post Evaluation Conference: In an attempt to strengthen a teacher's understanding of the written evaluation, the evaluator shall schedule a post-evaluation conference between teacher and evaluator within two weeks (10 working days) of teacher receiving written evaluation. At this time a thorough and open discussion relative to the evaluation and teacher's performance will take place.

E. Signing of Evaluation: The teacher may sign and date the written evaluation indicating that the post conference has taken place and that he/she has read the written evaluation and has had the opportunity of making comment on the evaluation. The teacher may request that additional comment pages be added to the evaluation if he/she so desires. If the employee declines to sign a completed evaluation form, he shall, within ten (10) working days, provide a signed statement either stating his intent to grieve or a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

F. Upon completion and filing of a written evaluation report, all mechanical reproductions - video and audio - shall be erased unless the person evaluated agrees, in writing, to their further use.

Section 2 - Schedule of Evaluations

A. Annual Contract Teachers

Annual contract teachers shall receive a minimum of two (2) written evaluations during each school year.
Deadline for submission of written evaluations to the Director of Personnel is as follows:

- First Evaluation: During second week in December
- Second Evaluation: On or before March 19

B. Continuing Contract Teachers

Continuing Contract teachers and Professional Services Contract teachers will receive a minimum of one (1) written evaluation every other year beginning with their fourth (4th) year in the system. Principals have the option of evaluating selective Continuing Contract teachers on an annual basis if they so desire utilizing Form Adm 08.

Continuing Contract teachers and Professional Services Contract teachers will be evaluated every other year beginning with their fifth (5th) year in the system, utilizing the Interim Instructional Evaluation Form (Form Adm 09). This interim report is due on or before April 30th. Under no circumstances will the interim evaluation form be utilized with Annual Contract teachers.

Deadline for submission of written evaluations to the Director of Personnel is as follows:

- Scheduled Evaluation: On or before April 30th
- Other Evaluations (if deemed necessary): On or before May 30th

Section 3 - Staff Evaluation Responsibilities

A. The principal is required to evaluate on at least one occasion every annual contract teacher on an annual basis. He/she may assign responsibility of evaluating selected annual contract teachers to his/her Assistant Principal. This latitude applies to only these building or complexes where an assistant principal exists.

The principal may assign responsibility of evaluating selected Continuing Contract teachers to his assistant.

The distribution of the final evaluation document will be as follows:

- Personnel File - Central
- Evaluator's File
- Copy to Evaluatee
ARTICLE XIII (continued)

B. Annual Contract Employees

1. Appointment, termination, renewal and non-renewal of annual contract teachers shall be in accord with Sections 230.23(5), 230.33(7), and 231.36(1), Florida Statutes, and applicable Board policies. Evaluation of annual contract teachers shall be in accord with Section 231.29, Florida Statutes, Article XIII, of this Agreement, and applicable Board policies.

2. Annual contract teachers participating in the full year beginning teacher program shall be evaluated and receive such notice and assistance as are provided in the beginning teacher program and shall not be included in the notice and assistance provisions of this Section.

3. If a Principal determines that he/she may not recommend the renewal of any annual contract teacher for the following school year, because of unsatisfactory performance of the teacher, that Principal will notify the affected annual contract teacher and the Director of Personnel when such determination has been made.

4. The Principal should determine what specific changes or improvements, if shown by the teacher, would cause the Principal to reconsider his/her determination not to recommend renewal of the teacher's annual contract. The Principal will explain to the teacher, in writing, the actions the teacher must take to cause the Principal to reconsider the determination not to recommend renewal.

5. An annual contract teacher who is being considered for non-renewal, will be notified of the actions he/she must take, as described in paragraph 3 above, in sufficient time for such remedial actions to be taken by the teacher, to accomplish the remedial actions to the satisfaction of the Principal.

6. Annual contract teachers who are not recommended by the Superintendent for renewal of contract for the following school year, will be notified in writing by the Superintendent. Such notice will be mailed before the Superintendent submits to the Board his/her nominations for the reappointment of members of the instructional staff for the following school year as provided in Section 230.33(7), Florida Statutes.

7. Annual contract teachers who are asked to meet with the Principal pursuant to this Article, may be accompanied by a representative of their choice during such meeting.

8. Other than procedural error this section shall not be subject to the Arbitration Procedure.

9. Nothing in this Agreement shall be construed to grant any annual contract teacher a right to renewal of contract or continued employment beyond that which is provided by Florida Statute, Section 231.29(6).
Section 4 - Interim Instructional Evaluation

A. The Interim Evaluation (Form Adm 09) Instrument shall be utilized every other year with Tenured or Professional Services Contract teachers. This form will also be utilized with all teachers undergoing the full beginning teacher program.

B. Annual Contract Teachers who are undergoing the Beginning Teacher Process for the entire year may be evaluated with the Interim Form on both occasions in place of the regular evaluation instrument.

C. The principal has the option to substitute the regular evaluation form instead of the Interim form in all cases if he/she so deems it appropriate.

Section 5 - Performance Criteria Evaluation

A. Teacher's performance is evaluated in relation to (A.) the eleven (11) criteria listed and (B.) the objective(s) as outlined on Form Adm 07. This form must be presented to the principal at the pre-conference meeting. The objective(s) will be agreed upon by the teacher and the principal.

The principal, however, will have the ultimate responsibility in establishing the prescribed objective(s) to be accomplished during the school year.

Based on the evidence collected, the evaluator is responsible for indicating the teacher's effectiveness in meeting each criterion as follows:

**Effective** -- The criterion is attained and the quality ranges from acceptable through exceptional.

**Needs Improvement** -- The criterion is attained, but the quality is not consistently acceptable.

**Not Effective** -- The criterion is not attained.

**Guides for developing Supporting Statements:**

1. A supporting statement is required whenever "Needs Improvement" or "Not Effective" are checked. It should identify the recommended improvements. The criterion must also become an objective for the teacher for the following year.

2. A supporting statement is recommended to note exceptional performance when "Effective" has been checked. In noting exceptional performance, give specific facts which identify exceptional results achieved with students, faculty, or impact on the school program. A supporting statement may also be included for any other "Effective" evaluation whenever the additional information is helpful in interpreting the evaluation.
ARTICLE XIII - (continued) -5-

Section 6 - Copies of the Evaluation Report

If the employee declines to sign a completed evaluation form, he shall, within ten (10) days, provide a signed statement either stating his intent to grieve or a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form. Completed written evaluation forms shall not be placed in an employee's permanent file until final resolution is reached.

Section 7 - Meetings

Whenever a teacher is required to appear before the Principal, Superintendent or Board for the express purpose of discussing matters that question the teacher's professional or instructional competency, he shall be given prior notice of the purpose of such meeting or interview and shall be entitled to have a representative of his choice present to represent him during such meeting or interview.
ARTICLE XIV - TRANSFERS

A. Voluntary Transfers

1. During the regular school year as defined by the adopted School Calendar, all teacher vacancies to be staffed shall be posted in designated school offices and faculty rooms for a minimum of ten (10) working days prior to filling such vacancies or newly created positions.

2. Unless otherwise agreed to by the parties, teachers who desire to voluntarily transfer to a vacancy shall file a written request on a form available in the Personnel Office, on or before April 1 of each year. The teacher shall state the grade(s) desired, subject assignment, and school or area desired.

3. Any teacher desiring transfer may apply provided he/she has the qualifications and certification for the position.

4. From the last duty day in the spring through and including July 31, a teacher will receive notices of specified vacancies to be staffed at the beginning of the school year if he has submitted a specific written request for transfer to a particular job area and/or grade level and a self-addressed stamped envelope. Those vacancies will not be filled for a period of ten (10) working days, or until July 31, whichever is earlier. The Board shall be held to a standard of reasonable care in fulfilling this obligation.

5. a. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence. Teachers applying for a transfer must possess the necessary qualifications and certificate for the vacant position;

b. All voluntary transfers shall require the consent of the receiving principal and/or the Superintendent. An unsuccessful applicant with more seniority than the person placed shall, upon written request, be given a post interview conference.

c. Under normal conditions, when two or more teachers are requesting transfer to a vacant position, the person with the greatest seniority shall be given the position, provided that this person is fully qualified and certified for the vacancy that exists. Any building principal who selects outside the scope of this condition must substantiate his/her reasons in writing to the appropriate director for approval, a copy to be provided to the employee(s) affected.

d. Barring unpredictable circumstances, no more than one voluntary transfer request will be approved during any school year.
6. a. Notwithstanding any other provision of the Agreement, vacancies created by voluntary transfers may be filled in the sole discretion of the Board and any restrictions on the filling of vacancies contained in the Agreement are waived by the Union and all teachers.

b. Involuntary Reassignments Within a School

The Principal may make reassignments within a school or center in accordance with Section 231.085 of Florida Statutes. When a teacher is reassigned, he may request that the reason for such reassignment be provided in writing by the Principal. The teacher being so reassigned shall have the opportunity to meet with the Superintendent and a representative of his choice to discuss the need and desirability of such a reassignment.

c. Involuntary Transfers Between Schools

1. Involuntary transfers from a school or center necessitated by such factors among others, as budget requirements, changes in student population, 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 have a negative impact.

2. Voluntary transfers appropriate to the circumstances will be made before involuntary transfers.

7. Other than filling in for an employee or approved leave, and in the absence of a hiring freeze, long-term substitutes shall not be used in lieu of full time appointed teachers. Vacancies of sixty (60) working days or more in bargaining unit positions shall be bid and filled in accordance with this Agreement.

8. Promotions

1. Any employee possessing the appropriate promotional qualifications may apply for an administrative vacancy.

2. The Board shall utilize to the maximum extent possible the skills, talents and qualifications of its employees and shall fill position vacancies by promoting from within in accordance with current School Board Policy 4111.1

Vacancies shall be filled on the basis of qualifications for the position; however, when two or more qualified candidates receive substantially equal ballots, the candidate with the greatest amount of seniority shall be given preference.
ARTICLE XV - REDUCTION IN FORCE

A. School Board Rights

The Board has a sole and exclusive right to determine the number and nature of the positions in the school system and to reduce staff because of, but not limited to: changes in student population; changes, revision, consolidation or elimination of programs; or changes in the financial condition of the school system. In so exercising this right, the Board will confer with and receive recommendations from the Union.

B. Teachers

Personnel retained shall be certified and qualified for the position held. Employees will be subject to layoff based on the least amount of continuous service in the Sarasota County School System.

C. Date of Hire

Certified employees who have equal qualifications and equal, continuous service in the Sarasota County School System shall be deemed to have made their commitment to the School System on the date of Board action. This criterion shall be used to break ties for reduction in force.

D. Annual Contract Teachers

Annual contract teachers shall be laid off before Professional Service Contract or Continuing Contract teachers.
ARTICLE XVI - RECALL

A. Recall Order

Teachers will be recalled in inverse order of layoff.

B. New Teachers

No new teachers shall be hired until all certified laid off teachers in their area of certification have been recalled or have refused or failed to accept recall.

C. Recall Process

A laid off teacher will be given ten (10) working days notice of recall by registered mail. He shall inform the Board of his acceptance or rejection of reemployment within ten (10) 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.

D. Layoff Period

Teachers will be on layoff for a period not to exceed one (1) year from date of layoff or until recalled or recall is declined, whichever is sooner.

E. Leaves

Teachers on layoff shall be given unpaid leave of absence during the period of the layoff.
ARTICLE XVII - NON-TEACHING DUTIES

A. Teachers shall not be assigned or required to perform the following non-teaching duties:

1. Lunchroom supervision during the duty-free lunch period.

2. Chaperoning or attendance at after-school activities shall not be required or assigned to any teacher who does not receive a supplement for such activity in accord with his/her normal salary schedule. Acceptance of any such duties shall be voluntary except for those occasions which require a teacher's attendance for a specific purpose. These purposes shall not exceed three (3) times per year. This does not preclude voluntary participation on the part of the employee.

3. Teachers shall not be required to move or clean heavy equipment, machinery or furniture.

4. Teachers shall not collect lunch monies.

5. Except for emergencies, teachers shall not be required to hand score County or State standardized tests.

6. Teachers assigned to temporary administrative positions of 30 consecutive calendar days or more shall be paid at a rate commensurate with that position or their normal pay rate, whichever is higher.

B. Employees may tutor for pay provided the following conditions exist:

1. The teacher is not in a duty status.

2. The tutoring does not take place on school property.

3. The teacher shall refrain from tutoring students enrolled in his/her instructional class.
ARTICLE XVIII - PERSONNEL RECORD

Section 1 - Maintenance

A. There shall be only two personnel files, as defined in Chapter 231.291 as the limited file, which shall be maintained at the office of Personnel of the Sarasota County School Board or the employees work site. No other limited file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copies by request of the employee, or required by Florida Statute.

B. An employee may request access to his site file through his immediate supervisor. Requests to review the Personnel File shall be made to the Personnel Office in person. Where time parameters or lengthy distances to the Personnel Office are a concern, Cost Center Heads will assist employees where possible.

C. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file for such employee. Material relating to work performance, suspension or dismissal must be reduced to writing in forty-five (45) days and may only be maintained if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, he/she may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within forty-five (45) days of its occurrence, may not be added to the file. No matters pertaining to a grievance shall be included in the contract or unless so requested by the employee.

D. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file or be used in any proceeding or given any creditability anywhere by the employer.

E. Upon request the employee, a Union representative or any other person designated in writing by the employee, shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than .05 per page.
F. The personnel file of each employee shall be open to inspection only by those persons specified by Chapter 231.291. If an employee's file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Personnel.

G. The official personnel record for Sarasota County Public Schools employees shall be housed in the Office of Personnel of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.

H. Notification

Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Section 231.291 without the employee's knowledge or permission shall be notified in writing within 48 hours as to (1) who requested and observed the file and (2) the purpose of such request.

Section 2 - Complaints

When a complaint is made by the parent of a student or any member of the public concerning an employee's conduct and performance, and is communicated in writing, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the employee involved. No complaint shall be placed in the official personnel file until such time the complaint has been sustained through an impartial hearing procedure, or the parties involved have mutually agreed to the disposition of the complaint.
ARTICLE XIX - MAINTENANCE OF CLASSROOM CONTROL

While on duty, a teacher has a general responsibility for student control and a major responsibility for controlling those students under his direct supervision. A teacher may at any time request the assistance of the Principal.

A. Consistent with Federal and State and School Board Policy, a teacher shall have the authority, while on duty, to come into physical contact with a student or students to the degree necessary for the express purpose of establishing or maintaining control of students. Such physical contact shall not be construed to be corporal punishment. Only the Principal shall make the decision, on an ad hoc basis, to administer corporal punishment. At the Principal's request, a teacher may, but is not required to, administer corporal punishment.

1. If a teacher deems it necessary, he may have a student temporarily removed from the classroom by directing him or having him accompanied to the Principal's office or other location designated by the Principal. If the teacher deems the conduct of the student being so removed to be of physical danger to the student himself or others and so indicates in the referral of the student to the office, said student shall not be directed to return to the classroom prior to review and disposition by a person designated by the Principal to deal with disciplinary problems. The Principal shall provide a written explanation of any actions or recommendations to the teacher.

2. Any incident of physical contact covered under this Article shall be reported to the Principal as soon as possible.

3. The adopted standardized student discipline referral form shall provide space for the referring party to note observations and request specific action on the part of the Administrator.

B. School Center Disciplinary Procedure

A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Policy, and Administrative regulations, shall be developed in each school center. Such procedure shall be formulated in conjunction with the Faculty Council in the manner provided in Article XI (School Level Faculty Council). The Principal shall make final decision regarding the procedure.

C. Special Assistance

When, in the judgment of a teacher, a student requires special attention, the teacher shall so inform his principal in writing. The Principal shall arrange as soon as possible for a conference and shall be approved by the Principal.
D. Disruptive Students

1. When a student exhibits a consistent pattern of behavior that disrupts the instructional program to the detriment of other students, the teacher shall so inform his Principal in writing. Within five (5) calendar days, if possible, but no later than ten (10) calendar days of the receipt of the written request by the teacher, the Principal shall hold a conference with the teacher, and such specialists as the Principal may deem appropriate. The inclusion of parents at this conference shall be by mutual agreement of the teacher and the Principal. Evidence of the student's disruptive behavior shall be provided on the standardized referral form. The Principal shall consider the teacher's recommendations in deciding what course of action, if any, should be taken.

2. The time limits set forth in this Section D may be extended by mutual consent of the teacher and principal. Consent shall not be unreasonably withheld.

E. Battery and/or Assault

1. Students who so seriously disrupt the classroom work as to impede effective instruction may be reported by the teacher to the principal or other designated supervisor. Such report shall be in writing in the appropriate form and contain substantiating data on the behavior of the student.

2. Upon receiving a report of the student's violent or seriously disruptive behavior, the principal or other designated supervisor shall make a suitable investigation and shall promptly initiate a course of action that will best serve to maintain order and safety in the school setting. The student shall not be returned to the classroom without consultation between the principal and the employee.

3. If the action of the principal or his designee is unduly delayed, or if the student is repeatedly returned to the same setting, or if a series of actions by the principal does not resolve the issue, the employee may initiate a meeting with the principal to discuss alternate methods of discipline to resolve the problems.

4. If an employee is physically assaulted by a student, the student shall not return to that setting.
A. The principal shall report as soon as possible, but within twenty four (24) hours, to the Superintendent that an assault upon an employee has been reported to his/her. The principal shall investigate and file a complete report as soon as possible to the Superintendent. The full report shall be signed by the employee to acknowledge that he/she has seen the report, and he/she may append a statement to the report.

B. The principal shall assist the employee in notifying the proper law enforcement officials.

5. An assaulted employee who presses charges against his/her assailant shall have his/her days of court appearance designated as non-attendance days with pay.
ARTICLE XX - EVALUATION OF STUDENTS

A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the terms of the grading regulations of the Sarasota County School System.

B. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made and the teacher cannot be contacted through normal communication efforts.

C. In the event a teacher's grade or evaluation is challenged, the following procedure shall be followed: the teacher's principal shall investigate the challenge and:

1. the grade or evaluation stand; or

2. the grade or evaluation goes to review.

Review Panel

1. Review shall be by a panel consisting of:
   a. One (1) member with expertise in the area under challenge selected by the teacher;
   b. one (1) member with expertise in the area under challenge selected by the Superintendent;
   c. one (1) member with expertise in the area under challenge selected by the other two (2) members.

2. The Review Panel shall investigate the challenge and render a binding judgment.
D. Where permitted by the carrier, the teacher, on a leave pursuant to this Article, may maintain his/her Board paid health and life insurance benefits by paying the Payroll Office in the amount and at the times necessary for maintaining such benefits.

E. In leaves pursuant to this Article, no experience credit on the salary schedule shall be granted for any year in which the teacher does not work one (1) day more than one-half (1/2) of the regular contract year.

F. Duration of Leave

The Board will not refuse subsequent leave requests without sufficient reason(s). Under normal circumstances, such leaves shall not exceed three (3) years.
ARTICLE XXII - MATERNITY AND CHILD CARE LEAVE

A. Maternity Leave

1. A maternity leave without pay shall be granted to a teacher upon written request any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the Superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin. The request for leave shall include: a physician’s statement certifying the pregnancy; the anticipated date of birth; and the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher’s option, be charged to her available sick leave.

2. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work either:

   a. as soon after the birth of her child as her physician in writing certifies that she is able to return, at which time the teacher shall be returned to her former position; or

   b. on the first day of the next school year following the termination of pregnancy, at which time the teacher shall be returned to her former position or a substantially similar position for which she is qualified, in the discretion of the Superintendent.

B. Child Care Leave

1. A child care leave without pay, not to exceed one (1) year shall be granted a teacher upon written request to the Superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave or not later than three (3) months after the date of the adoption. A teacher may request an additional year of child care leave in writing thirty (30) calendar days prior to the conclusion of any year already granted.

2. Upon return from the child care leave the teacher shall be assigned to his/her former position, if available, or to a substantially similar position, for which the teacher is qualified and if such a similar position is available. If no such position is available, the teacher shall be placed upon a preferential recall list and shall be placed in the first open substantially similar position for which he/she is qualified.

C. A teacher on a leave pursuant to this Article may receive credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such credit.
ARTICLE XXI - TEACHER ASSIGNMENT AND TRAVEL

A. All teachers shall be notified in writing of their salary status and their building, subject and class assignments for the following school year. Such notice shall be given all presently employed teachers no later than the last teacher duty day of the current school year.

B. If changes are made in items specified in the preceding paragraph prior to the teacher's return to duty, the principal or other appropriate school official shall, as soon as possible, notify the teacher in writing addressed to the teacher's latest recorded address.

C. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one school so as to limit the amount of inter-school travel to a minimum. Such teachers shall be notified of any changes in their schedules as soon as practicable.

D. In all cases in which the Board is to assume any part of the expenses incurred through authorized travel by instructional and/or expense account for such travel is to have prior approval of the Superintendent. Each person, upon completion of a trip, shall file an expense account upon special forms provided by the Personnel Office.

E. Any employee who travels under Board authorization shall have prior approval of the Superintendent or his designee and be subject to Florida Statutes and policy of the Board.

F. Teachers shall not be required to transport students on official school business. Out of county travel expenses for trips directly related to instruction in credit earning courses or workshops shall be borne by the Board when the Board requires such attendance.

G. Teachers shall not drive school buses.
ARTICLE XXIII - PAID LEAVES

A. Sick Leave

1. Sicknesses or Death

a. Each full-time employee is entitled to four (4) days of sick leave as of the first day of employment or each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one (1) 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 employee or illness or death of a member of his 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 own household.

b. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

2. Each teacher shall be provided six (6) days to be used for the teachers personal business and/or emergencies. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least forty-eight (48) hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the school offices to be filled out upon the teacher's return from such leave. "Personal Leave" shall be charged to sick leave and not be cumulative. "Personal Leave" shall be adequate explanation for such leave. The employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours notice has been given.

3. Elimination of Transferring In of Sick Leave

Effective with this agreement the transferring in of sick leave is eliminated with the exception of any employee presently employed upon the ratification of this agreement.

4. Sick Leave Cap

Effective with this agreement the sick leave cap is lifted to 130 days in the year 1985-86, 140 days in the 1986-87 year and 150 days in 1987-88. This section is subject to a yearly review, however, under no circumstances should the cap be reduced below that of the preceding year.
5. Annual Sick Leave Pay Off Option

Employees with three years consecutive service may choose to receive a yearly pay off of sick leave days accumulated during any given school year on a basis of their own daily rate of pay multiplied by 80%. Participation in this plan will be voluntary and must be elected by September 30 of the given school year. Failure to notify the payroll department by that date will signify the employee's intent not to elect this option for that school year. This section is subject to reopener for the 1986-87 school year.

B. Illness-In-The-Line-of-Duty Leave

Each employee shall be entitled to illness-in-the-line-of-duty leave with full pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu. Above circumstances subject to Administrative review and consultation with Local Board of Health if deemed appropriate.

1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician whichever is shorter.

2. Leaves due to the aforementioned injuries shall be authorized for a period for which the employee's physician certifies the employee's inability to work or one hundred twenty (120) days following the injury whichever is shorter.

3. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.

4. The employee may use his own accumulated sick days upon expiration of benefits under sections 1 and 2 above.

5. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

6. The employee shall endorse all checks received from workman's compensation to the Board during this period for which benefits are received under the provisions of this Article.

As a prerequisite for any leave pursuant to this Article, an employee shall obtain a certificate of illness or injury from a licensed physician.
C. Verification of Reasons for Leave

Upon return from leave as described in paragraph A and B above, the building Principal shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building Principal by the end of the month following the employee's return from leave.

D. Sabbatical Leave

If there is a sufficient number of qualified applicants, not more than one-half (1/2) or one (1%) percent of the teachers may be granted sabbatical leaves during any one school year. The procedures governing the grant of sabbatical leave are set forth in Appendix B attached hereto.

E. Temporary reassignment days with pay may be granted to teachers for purposes stated below. The Superintendent shall make the final determination as to approval or disapproval of an application.

1. Attending and/or participating in professional meetings relating to educational workshops, seminar, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

F. The Board shall provide funds for expenses, as set forth in Section E of this article, for temporary assignment. It is understood that normally only one (1) member of a department may be granted permission to attend and one (1) such meeting at Board expense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the proper forms, and shall report the nature of professional meeting to be attended. Forms may be obtained from the Principal.

G. Any teacher may be granted, upon written request, with the Superintendent's approval, up to three (3) days leave with pay to perform civic duties at the local, state or national level. Disputes arising out of this section may be processed through the Grievance Arbitration Procedure (Article XXV)

H. LEAVE FOR LEGAL COMMITMENTS AND TRANSACTIONS

1. SUBPOENA LEAVE

An employee who is absent because of a mandatory court appearance, shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.
2. An employee may serve on jury duty without payroll deduction, on temporary assignment, if he or she so desires.

3. An employee released from his subpoena or jury duty with sufficient time remaining to return to his school center to complete at least one-half (1/2) day of his duty day shall return to his school center unless released by the Principal.

1. Vacation

(a) Effective with the 1985/86 school year, those employees already teaching 240 days shall be considered twelve month personnel as defined by the school calendar and will qualify to earn additional vacation days in concert with all other twelve month personnel. Specifically, they may earn in the range of 1 to 6 additional days beyond the twelve already granted by the calendar. These additional days may be accumulated but not to exceed 30 days.

(b) Effective with the 1985/86 school year, all new employees shall have their work year designated as a 196 work day year, with additional duty days assigned by the administration on an annual basis. These employees shall not have any vacation rights. Those employees currently working at an eleven month status shall be grandfathered and will continue to earn 1 vacation day per year which shall not be cumulative. Any additional duty days requested by the administration shall be voluntary and shall not be a condition of employment.
ARTICLE XXIV - UNPAID LEAVES

A. 1. Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.

2. Upon request, leaves of absence, limited to two (2) persons per year, in number, shall be granted to Union officers. One such leave shall be restricted to the Union President. Any exceptions may be made at the determination of the Superintendent.

B. A leave of absence for professional improvement, without salary, may be authorized by the Board for any continuing contract teacher. If the purpose of the leave involves a two (2) year program, a second year shall be approved upon request. Other leaves shall not exceed one (1) year. However, at the end of a leave, a teacher may request another leave of absence, the grant of which shall be at the sole discretion of the Board. Such leave may be authorized for:

1. engaging in study at an accredited university;
2. fulltime participation in a federally sponsored Peace Corps;
3. fulltime teaching in foreign or military programs;
4. cultural travel or work program related to his professional responsibilities;
5. participating in exchange teaching programs in other school districts, states, territories or countries;
6. serving as fulltime, paid officer of an education association. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the teacher's return from leave if he has engaged in related studies at an accredited university or he has served in a capacity similar to one he occupies in the Sarasota County School System. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one (1) day more than one-half (1/2) of the regular contract year.

B. Upon return from such leave, the teacher shall be returned to his former position, if available, or to a substantially similar position for which the teacher is fully qualified and certificated and if such similar position is available. If no such position is available, the teacher shall be placed upon the preferential recall list and shall be placed in the first open substantially similar position for which he is fully qualified. A leave shall be deemed unauthorized if the employee enters similar or related employment during his leave without express written permission of the Board to have resigned voluntarily. An employee who is granted leave may not be employed as a substitute in the Sarasota County School System during such leave, without approval of the Board.
ARTICLE XXIV - (continued)

C. A leave of absence, without pay, for up to one (1) year may be granted by the Board to a teacher, upon application to campaign for or service in public office. If elected to serve in a public office, leave shall extend through the first term of office. Upon return from such leave, the teacher shall be returned to his former position, if available, or to a substantially similar position if available. Experience credit for such leave shall be granted. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one (1) day more than one-half (1/2) of the regular contract year.

D. Any teacher granted a leave of absence as provided in the Article shall be given the opportunity, unless restricted by insurance contracts with the Board, to continue insurance in the existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

E. A teacher granted a leave of absence may receive limited leave of absence credit in his respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such credit.

F. A leave of absence may be granted for a period of up to one year for personal reasons and/or family illness. With respect to family illness appropriate medical documentation may be required.

G. Duration of Leaves

Exclusive of A(1) and (2) the Board will not refuse subsequent leave request without sufficient reason. Under normal circumstances, such leaves shall not exceed 3 years.

H. Notification of Return

Exclusive of A(1) and (2) employees on extended unpaid leave shall notify Personnel Office on or before April 1st of their intent for the coming year.

I. Deadline for Applying

Under normal circumstances the deadline for applying for an unpaid leave of absence shall be April 1st of each year.
ARTICLE XXV - GRIEVANCE AND ARBITRATION (THIS ARTICLE TO BE ON A TRIAL BASIS FOR ONE YEAR)

Section 1. DEFINITIONS

A. The "grievant" is an employee, a group of employees or the Union filing a grievance.

B. The Union retains the right to file a grievance on any misapplication of this Agreement or practices and policies affecting the terms of employment.

C. "Grievance" is an allegation by the grievant that he/she has been treated in an unfair and inequitable manner or the grievant or union has been affected by a misinterpretation or misapplication of a specific written term(s) of this Agreement, the regulations and policies of the School Board, DOE and/or state statute. A grievance may be processed through Step 3 of this Article.

Section 2. Procedure

A. INFORMAL STEP

The grievant and/or his representative shall request a meeting to discuss a grievance with the administrator allegedly causing the grievance, or his designee, with the objective of adjusting the grievance informally. Said request shall be made to the administrator involved no later than ten (10) working days after the grievance first occurred or knowledge should reasonably be had thereof by the grievant. A meeting under this step shall take place within five (5) working days after such a request. If the grievant is not satisfied with the disposition of the grievance the grievance may be taken to Step 1 of the formal Procedure.

B. FORMAL STEPS

Step One

The grievant shall present the grievance on the adopted form to the administrator involved no later than five (5) working days after the informal meeting or, in the absence of such meeting, no later than ten (10) working days after the request for a meeting was made. The administrator or his designee shall submit a written response on the adopted form within five (5) working days after submission of the grievance.

Step Two

If the grievant is not satisfied with the disposition of the grievance in Step One, he may submit it on the adopted form to the Superintendent no later than eight (8) working days after the written response in Step One. The Superintendent shall submit a written response on the adopted form no later than eight (8) working days after submission of the grievance in this step.
STEP THREE

If the grievant is not satisfied with the disposition of the grievance in Step Three, he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than fifteen (15) working days after the decision in Step Three.

SECTION 3. RULES

A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant’s representative is not present. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1. the adjustment is not inconsistent with the terms of this Agreement; and

2. the union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

B. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten (10) working days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.

C. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.

D. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.

E. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration, not to proceed in contravention of the limitations upon his powers as expressed in Section 3(d) hereof.

F. Neither the Board nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Four. Such grounds and evidence shall be disclosed to the other party between Step Three and the arbitration hearing and the admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
ARTICLE XXV - (continued)

G. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, Department of Education Regulations or Board Policies shall be void at that level but may be carried to Step Three and, if appropriate, Step Four. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

H. The Parties shall share the costs of transcripts if so desired by the Parties.

I. Step One and/or Step Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to the next step.

J. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XVI, section A.1 (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations. Such provisions contained in Article IV (Union Rights, Privileges and Obligations) - Section 1 (Employer Information).

K. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any teacher because of his participation or non-participation in the procedures set forth in this Article.

L. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties.

M. Election of Forum (Nonduplication of Remedies)

The commencing of legal proceedings against the Board in a court of law or equity, or before the Public Employees Relations Commission, or any other administrative agency, by an employee, employees or the Union for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees or the Union or its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

N. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file.

SECTION 4. INSTANT ARBITRATION

By mutual agreement the parties may initiate instant arbitration if in unions opinion the matter affects an employee in regard to pay, transfer, or any other matter having an immediate detrimental effect to the employee(s) or union.
The parties agree to maintain a cadre of arbitrators specifically for this purpose and will strike for an arbitrator within (5) five days of the union's notification to the employer that the union is invoking this article.

Costs and decisions of the arbitrator will be consistent with normal arbitration proceedings.
ARTICLE XXVII - DISCIPLINARY ACTIONS

Section 1.

A. This article covers actions involving oral or written warnings, or written reprimands, suspensions, demotions, dismissals, reductions, in grade or pay with prejudice.

B. Disciplinary action may not be taken against an employee except for just cause, and must be substantiated by that sufficient evidence which supports the recommended disciplinary action.

C. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

Section 2.

Disciplinary action shall be governed by applicable Statues.

Section 3.

An employee against whom disciplinary action is to be taken may appeal that proposal through the grievance procedure.

Section 4.

An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.

Section 5.

The Union shall be provided with a copy of all correspondence to the employee that is related to the action the union is representing.

Section 6.

The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article, through Step 1 of the Grievance Process, said amount of time to be mutually agreed upon by the parties.

Section 7.

Administrative involuntary reassignments to other schools, retraining, recertification and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
ARTICLE XXVI - (continued)

Section 8.

Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.

Section 9.

a. Discipline, dismissal, demotion, and suspension of all employees shall be for just cause.

b. Where just cause warrants such action(s) an employee may be demoted, suspended or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

1. Verbal reprimand (written notation in site file).
2. Written reprimand - filed in Personnel and site files.
3. Suspension with or without pay.
4. Dismissal

Section 10.

Notations for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed after a period of two years.

Section 11.

Letters of reprimand may be removed with Board approval from an Employees Official Personnel file after a period of two years.
ARTICLE XXVII - ALTERNATIVE DISPUTE SETTLEMENT AGREEMENT

A. An employee or the union has the option of selecting the Alternative Dispute Settlement procedure in lieu of the standardized grievance arbitration procedure as outlined in Article XXV. This Article to be used as trial for the 1985-86 school year only and may be extended by mutual agreement of the Parties.

To exercise this option the employee or the Union must notify the administrator ten (10) working days after a decision is reached at Level I of the grievance procedure.

The Alternative Dispute Settlement procedure will require a hearing panel consisting of the following:

1. Two (2) union members selected by the SC/TA.
2. Two (2) administrators appointed by the Superintendent.
3. One (1) School Board member who will be selected in the following manner:
   (a) the School Board Member shall be selected randomly.
   (b) three names shall be selected randomly by an impartial party.
   (c) one representative from the Union and one representative from the Administration shall strike names for the Board member who will Chair the Dispute Panel. This will be accomplished by the flipping of a coin to determine who strikes first. The remaining name shall be that Board Member who Chairs the panel.

B. The Dispute Panel shall have the following responsibilities:

1. To investigate and gather information concerning the alleged complaint.
2. To conduct a hearing concerning the alleged complaint allowing the employee and or representative and respective witnesses to provide testimony relevant to the alleged complaint.
3. The Dispute Panel may at their discretion ask questions in an effort to seek further guidance as to their initial finding in the cause of their investigation.
4. Render a written decision to the appropriate parties no later than ten (10) working days following the hearing.

C. Parties serving on the Alternative Dispute Settlement Panel shall be released from their normal duties, at Board expense, as to fulfill the responsibilities associated with this Article.
ARTICLE XXVIII - TERMINAL PAY

The Board will provide terminal pay to an employee at normal retirement or to his beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the employee at retirement or death; multiplied by , and one-hundred percent (100%) of the employee's accumulated leave days, unless changed by future negotiations or law.
ARTICLE XXIX - LOCAL RELATIONSHIPS

Section 1. Upon request of either Party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this agreement, however, no changes to personnel policies and procedures affecting working conditions shall be unilaterally implemented unless negotiated accordingly.

Section 2. Disputes between the Parties at the school level may be referred to the local level of the Union and of the Employer for resolution.
ARTICLE XXX - SALARIES

A. Salary Schedule

1. The salaries of each teacher covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof.

B. Method of Payment

1. Number of Payments

   Each teacher will be paid in twenty-two (22) installments.

2. Exceptions

   When a payday falls on or during a school holiday, regularly scheduled vacation or weekend, teachers shall receive their paychecks on the last previous working day.

3. Final Pay

   Each teacher will receive his twentieth (20th) and twenty-first (21st) installment on his last working day of the school year, with the twenty-second (22nd) installment to be mailed to his summer address no later than July 1.

4. Withholding of Pay

   Payment of salaries for work days completed shall not be withheld for punitive reasons. The Principal or other authorized person may withhold the final check if the teacher has missed workdays represented in that check, and subsequent to the preparation and delivery of the check to the Principal. A corrected check shall be delivered to the teacher as provided in paragraph 5 below. Withholding of checks for failure to submit health examinations, chest x-ray or tuberculin patch test or to provide the personnel department with the date of appointment for examination, is not considered punitive.

5. Payroll Errors

   Necessary corrections of payroll checks shall be made within five (5) days of notification.

C. Supplement Salary Schedule

1. The goal of the supplement pay schedule is to reduce inequities in the current supplement schedule by an increased use of objective criteria to evaluate and subsequently rate each supplement activity. Athletic programs will be rated on nine different factors, while non-athletic programs will be rated on seven.

   A Supplement Committee will be appointed consisting of four members, two to be selected by the SC/TA and two by the School Board. This Committee will review the supplement requests presented to it by each school in each activity. It will then rate each activity along the seven or nine point scale to compute its particular supplement level. From this level, the actual supplement will be recommended. Each activity occurring at more than one school
site will use the same formula. Junior varsity and ninth grade athletic coaches will go through the rating process separately from the varsity team. All assistant coaches will receive 75% of the supplement level of the head coach at their respective school.

An employee engaging in an approved regularly schedule activity occurring while he is in a non-duty status will be eligible to apply to receive a supplement. No employee currently receiving a supplement will suffer a loss in that supplement or receive less than the minimum negotiated settlement of 8% in 1985/86; 8.5% in 1986/87; and 8.5% in 1987/88 due to the implementation of any new schedule. Any position established after the implementation of this schedule will be rated by the Supplement Committee and recommended for a supplement level. If the duties normally associated with a particular activity change substantially, that activity can be reviewed by the Supplement Committee.

2. In no event shall the total dollar amount paid in supplements during the 1985/86 school year exceed the 1984/85 total supplement by more than 8%.

3. Any new supplement must be approved by the Board prior to any payment.

4. Within thirty (30) days of ratification of this agreement, the Supplement Committee shall meet and negotiate a supplement formula which shall conform to the minimum criteria above and shall, upon completion, become an appendix to this agreement no later than the beginning of the 1986/87 school year.
ARTICLE XXXI - EMPLOYEE ASSISTANCE PROGRAM

The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the employee.

This program shall include but not be limited to counseling for the following:

1. Drug Abuse
2. Alcohol Abuse
3. Family Counseling
4. Financial Counseling
5. Psychological Difficulties
ARTICLE XXXII - OCCUPATIONAL SAFETY AND HEALTH

Section 1. Within (30) thirty days of Ratification of this agreement the parties agree to establish a joint committee at both the School Board level and School Site levels.

Recognizing that the work area should be a safe environment and free from hazardous materials, this committee shall be responsible to perform inspections as necessary, however, no less frequent than once a month. The school site shall identify potential or occurring health hazards to the joint School Board, SC/TA level with corrective action desired. The School Board, SC/TA Committee will investigate the matter and if the union finds a potential or occurring hazard, the board will take immediate action to correct the hazard.

The Committee shall consist of (3) three SC/TA members and (2) two administrator members at all levels and the chair shall rotate monthly. The Committee shall meet once per month at a mutually agreeable time.
ARTICLE XXXIII - EFFECT OF AGREEMENT

1. A provision of this Agreement shall be determined a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, orders and practices which are contrary to or inconsistent with the terms of this Agreement.

2. An individual contract between the Board and an employee which is executed during the term of this Agreement, shall be made expressly subject to the terms of this Agreement. An individual contract between the Board and an employee which is executed during an interim period between this and subsequent agreements, shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.
ARTICLE XXXIV - BENEFITS

The School Board at no cost to the employee shall provide the following:

1. Workmens Compensation Insurance

2. Group Insurance
   a. Individual health insurance cost shall be paid by the employer.
   b. Dependent health insurance shall be subsidized if so desired by the employee through the negotiated Cafeteria Plan.
   c. The Cafeteria Plan negotiated to and agreed to by the parties shall remain in effect for a period of three (3) years. The Cafeteria Plan as agreed is a supplement to this Agreement.

3. In addition to the $5000 employer paid Life Insurance the employer shall also provide optional employee Life Insurance equal to at least one year's salary thru the negotiated cafeteria plan.

4. The employer shall provide an employee retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.

5. Sick leave shall be cumulative and subject to Florida statutes an employee shall upon retirement be reimbursed for any unused sick leave at a rate equal to their daily rate.

6. Upon implementation of this agreement a joint committee shall be formed to include 3 administrators to be selected by the board and 3 by the SC/TA President to investigate, report and recommend within a 90 day time period the feasibility of a 25 year buyout for the purpose of early retirement.

7. Upon implementation of this agreement, a joint committee shall be formed to include 3 administrators to be selected by the board and 3 individuals to be selected by the union to investigate and report to the School Board for their consideration, within 120 days, the feasibility of a day care program for the employees of the Sarasota County School Board. Such program is to be self-supporting either by the participating employees and/or such allowances and/or grants which may be made possible by future legislation.

8. The Board shall establish and maintain a sick leave investment bank for the sole purpose of funding health insurance throughout retirement. This program shall be at no cost to the Board.
To be eligible to participate in the Retirement Insurance Program an employee must be eligible for retirement and have contributed ___ days sick leave to the program on or before his/her effective date of retirement.

The Board in conjunction with the SC/TA shall set forth the by-laws governing the Retirement Insurance Program. The plan shall be managed by the Sick Bank Committee.

The parties agree that participation in this program shall be on a voluntary basis.

An outside agency mutually selected by the parties shall set forth actuarial tables _________.

Note: THIS SECTION SUBJECT TO YEARLY REVIEW
ARTICLE XXXV - Miscellaneous

A. This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the modified provision.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

D. An individual contract between the Board and an employee which is executed during the term of this Agreement, shall be made expressly subject to the terms of this Agreement. An individual contract between the Board and an employee which is executed during an interim period between this and subsequent agreements, shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

E. All policies adopted by the Board shall be distributed to all policy book holders within (30) days of adoption.

F. All employees who participate, at their own cost, in the production of tapes, publications, or other produced educational material, primarily on their own time, shall retain residual rights should they be copyrighted or sold by the Board.

G. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by employees during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing, however, they or the Union shall reimburse the School System for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students.

H. Supervision of Student Teachers and Interns: Supervision by a teacher of a student teacher or an intern shall be voluntary. A cooperating teacher shall not be given additional assignments outside of this regular responsibilities during the period he is supervising a student teacher or intern, nor shall regular evaluation of a cooperating teacher's competency occur during the period of class responsibility and control by the student teacher or the intern. A student teacher or intern may be used as a substitute teacher during emergencies. In addition a student teacher or an intern may substitute for the cooperating teacher when appropriate in the judgment of the building administrator and the cooperating teacher.
I. When the Superintendent is presented with an emergency situation which in his opinion presents real or potential danger to an entire school center, he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.

J. The personal life of a teacher is normally not an appropriate concern of the Board. However, in certain circumstances his/her personal conduct may be deemed to affect the proper performance of his/her assigned functions during the work day. Such circumstances are illustrated by the provisions of Section 231.36 of Florida Statutes and related sections.

K. Teachers hereby retain and reserve all rights, duties, authority and responsibility conferred upon and vested in them by the Laws, Constitution of the State of Florida and Department of Education Regulations.

L. Physical and Psychiatric Examinations: The Board may, at any time and for sufficient reasons require any instructional, classified, or other employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for employment. The cost of such examination or tests required by the Board shall be paid by the Board. The employee reserves the right to select the physician, psychiatrist or psychologist from a group of three selected by the Board to conduct such tests. The employee may submit written results of examinations or tests administered by a physician, psychologist or psychiatrist of the employee's choice, performed at the employee's expense, and within twenty-one (21) days after receiving notice from the Board that such exam or testing is required, and the results of such examination or test shall be considered along with the results of other examinations or tests. A determination resulting from any such examination or test that the employee is not fit to perform all of the material duties of their position shall be considered one of the grounds constituting just cause for the termination of that employee's employment. If the Board requires any employee to submit to any such examination or testing, the requirement must be presented to the employee in writing, and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any employee to submit to justifiable requests for testing, by the Board, may be considered one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted as a result of this Section shall be confidential in nature and shall not be released except those occasions as required by Chapter 231.291.
ARTICLE XXXVI
DURATION OF AGREEMENT

1. This Agreement shall be effective as of , and shall continue in effect until the , and Agreement may be extended only in writing. This Agreement may be extended only in writing.

2. This Agreement may not be assigned by either party.

IN CONSIDERATION OF THE MUTUAL CONVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS DAY OF , BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

President, Sarasota Classified/ Teachers Association, Inc.

Chairman of the School Board of Sarasota County, Florida

Executive Director, Sarasota Classified/Teachers Association, Inc.

Superintendent of Schools
# Instructional Salary Schedule

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APPENDIX B
RULES FOR SABBATICAL LEAVE

1. Any employee who has satisfactorily completed six (6) years of fulltime teaching and/or administrative service in the Sarasota County School District may apply for sabbatical leave.

2. A sabbatical leave may be granted to permit an employee to engage in study, travel study and/or research.

3. An employee who requests a sabbatical leave for study will be required to enroll as a fulltime student (fulltime student as determined by the institution attended) carrying a full load of academic work at an institution of higher education approved by the appropriate accrediting agency.

4. The application for sabbatical leave including a plan for study and/or travel study must be submitted to the Superintendent prior to March 1st for leaves beginning the following September and by October 1st for leaves beginning the second semester.

5. Applications for sabbatical leave will be screened by a committee of three (3) members appointed by the Superintendent and three (3) appointed by the president of the Union. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include: need, area and plan of study and/or travel; seniority and past contributions to the school district. A teacher making application for his first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to considerations for another sabbatical until he has completed an additional six (6) full years of service in the school district.

6. If more than the designated percentage apply, a list of alternates will be established. The alternates will be ranked according to their precedence previously established by the committee. Should any of the original choices decline his sabbatical leave the first alternate shall be notified and considered. If necessary, this process shall continue through the list of alternate designates until all approved applications for that sabbatical period have been utilized.

7. From the entire group of applicants, the screening committee will make its recommendations to the Superintendent for presentation to the Board. If the Superintendent does not concur with a recommendation of the committee, the committee's recommendations shall accompany the Superintendent's recommendation to the Board. The committee shall have the right to present its views in person to the Board.

8. The final decision to grant any and all sabbatical leaves is to be made by the Board.
9. Applicants will be notified within thirty (30) calendar days of the deadline as to the disposition of their applications. A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his request for leave.

10. The teacher who takes a sabbatical leave shall agree in writing to teach two years in the Sarasota County School District after returning from sabbatical leave, one year in the event of a half (1/2) year leave. If he accepts another position or retires from teaching before this period has elapsed, he shall repay the Sarasota County School District, on a proportionate basis, the salary paid him while on leave. In the event of extenuating circumstances, the Board may, by special action, waive any obligation to refund compensation.

11. During the absence of a teacher on sabbatical leave, such teacher shall receive one-half (1/2) his basic salary. In addition thereto, the Board shall pay the contribution to the appropriate teacher's retirement system required of the person on leave computed on the basic salary of such person for the year on leave. The teacher's insurance benefits provided by the Board will be paid by the Board while the teacher is on sabbatical leave.

12. Fulltime employment during the sabbatical leave by the recipient of the leave shall be prohibited. This does not, however, preclude the recipients' accepting grants, fellowships or remuneration for part time work of any sort which does not interfere with the outlined sabbatical plan.

13. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons prior to the beginning of the leave. The teacher upon returning will be returned to his former position, if available, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall be advanced to the appropriate position on the salary schedule as if he had been in actual service in the Sarasota County School District during the period of sabbatical leave.
APPENDIX C

CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK

1. MEMBERSHIP

An employee, having been employed by the Board for at least one (1) year and having at least ten (10) days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (eleventh) sick leave day to the bank prior to October 31, 1985, 1986, and 1987 respectively. Each employee may not contribute more than one (1) sick leave day, except as hereafter provided. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

2. DURATION AND REPLENISHMENT

a. The sick leave bank will remain in existence until June 30, 1988, or mutually extended.

b. When the number of unused sick leave days in the bank is reduced to thirty percent (30%) of the number of members of the bank, the bank will be replenished in the following manner:

1. During the two (2) month period following the date when the bank reaches the thirty percent (30%) point, each member will have one-half (1/2) day deducted from their personal sick leave account and deposited to the Bank.

2. A member who chooses to no longer participate in the bank shall notify the committee in writing of their withdrawal and will not be able to withdraw any sick leave already contributed to the bank.

3. A member who chooses to continue participating in the bank will contribute one-half (1/2) day of accrued sick leave to the bank.

4. A member drawing from the bank or in the twenty (20) day waiting period, as hereafter provided, at the time the bank reaches the thirty percent (30%) point, may choose to continue participating in the bank by contributing the next one-half (1/2) day of accrued sick leave to the bank, regardless of whether or not it is earned within the two (2) month period set forth in subsection 2.b (1) above.

3. ADMINISTRATION

a. The sick leave bank will be administered by the Personnel Department. Forms may be obtained by participating employees from the Personnel Office.

b. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection 4.b.
c. The committee will be composed of two (2) voting representatives appointed by the Superintendent, two (2) voting representatives appointed by the Union, and one (1) ex officio representative appointed by the Superintendent who will act as chairman of the committee.

4. BENEFITS

a. 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), the member shall receive paid leave from the bank in the following manner:

1. All accumulated sick leave of the member must first be expended.

2. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of twenty (20) continuous work days. However, the member may choose to use accrued vacation days as part of the twenty (20) day period.

3. 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.

4. A maximum of ninety (90) paid work days may be received from the bank by a member.

b. Each application for sick leave bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:

1. Two (2) or more voting representatives may challenge the medical certification of the applicant.

2. Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board.

3. The panel doctor will examine the challenged applicant and review pertinent files and records.

4. 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.

5. If the panel doctor disagrees with the medical certification of the applicant, the two (2) doctors will choose a third (3rd) doctor of their choice.
6. The third (3rd) doctor will examine the challenged applicant and review pertinent files and records.

7. If the third (3rd) doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

8. If the third (3rd) 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.

9. Other than as set forth in this (2.) subsection, no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third (3rd) doctor.

10. The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third (3rd) doctor will be borne by the Board. If at any time the costs of the panel and third (3rd) doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this (4.b.(10)) section.

5. DISCONTINUATION

Within two (2) months after the expiration of the sick leave bank (June 30, 1988), unused sick leave in the bank will be distributed in the following manner, if leagally permissible;

a. Notwithstanding the termination date of the bank, members either currently drawing benefits from the bank or in the twenty (20) days waiting period on June 30, 1985, will receive benefits from the bank according to their medical certifications.

b. Thereafter, if the number of unused sick leave days in the bank exceeds the number of members in the bank, each member will receive one of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding the number of members in the bank will not be returned to employees and will be removed from the records of the Board.

c. If the number of unused sick leave days in the bank is equal to the number of members in the bank, each member will receive one of the unused days to be credited to his personal accumulated sick leave account.