7-1-1993

Sarasota County, Florida School Board and Sarasota Classified/Teachers Association, Florida Education Association/United American Federation of Teachers, AFL-CIO, Local 4322 (1993)

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**Location**
Sarasota Co., FL

**Effective Date**
7-1-1993

**Expiration Date**
6-30-1997

**Number of Workers**
1800

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

**Union**
Sarasota Classified/Teachers Association

**Union Local**
4322

**NAICS**
61

**Sector**
Local government

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INSTRUCTIONAL BARGAINING UNIT COLLECTIVE BARGAINING AGREEMENT

between the

SARASOTA CLASSIFIED/TEACHERS ASSOCIATION
Local 4322
Florida Education Association/United American Federation of Teachers AFL-CIO

and the

SCHOOL BOARD of
SARASOTA COUNTY, FLORIDA

July 1, 1993 - June 30, 1997

1995 revision
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ARTICLE I - RECOGNITION

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:

A. Inclusions

The bargaining unit shall include employees of the Board whose position requires certification including but not limited to Department Chairpersons, Grade Level Chairpersons, Guidance Counselors, Social Workers, Classroom Teachers, Visiting Teachers, Homebound Teachers, Librarians, Media Specialists, Psychologists, and all Instructional Specialists, Summer School Teachers, and Itinerant Personnel whose duties constitute 50% or more of their time at the school level and/or instructional functions other than those persons in administrative or supervisory positions as outlined in Florida Statutes.

B. Exclusions

The bargaining unit shall not include Board Members, Superintendent, Assistant Superintendents, Administrators, Principals, Executive Directors, Directors, Coordinators, Assistant 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, all other employees whose position does not require certification, and any other employee paid on the Administrative/Supervisory Salary Schedule or Principal Salary Schedule and directly included in the administrative unit.
ARTICLE II - DEFINITIONS

ADDRESS
The address of a teacher provided by him/her to the Board.

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

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

CAFETERIA PLAN
A Board approved negotiated benefit plan that includes multiple options for the 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. A teacher who transfers to the classified bargaining unit and then returns to an instructional bargaining unit position will have his/her former time in the instructional bargaining unit apply for seniority purposes providing there was no break in service to the School Board of Sarasota County.

COST CENTER
Each individual work site for which the Sarasota County School Board is responsible.

DOE
Florida State Department of Education.

EMPLOYEE
A member of the bargaining unit as defined in Article I unless otherwise indicated.

NORTH COUNTY
Any school or work site located north of North Creek.

PARTIES
Includes both the School Board of Sarasota County, Florida and Union (the Sarasota Classified/Teachers Association, SC/TA).

PDC
Professional Development Center of Sarasota County.

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

REGULAR WORK WEEK
The regular work week shall be Monday through Friday unless otherwise indicated in the Agreement. 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.

Instructional Contract, 1995 revision
SCHOOL CALENDAR

The School Calendar as adopted by the Board will incorporate six paid and nine unpaid holidays into the calendar that will be part of the 196 day contract. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.

SENIOR REPRESENTATIVE

The representative as designated by the Union.

SOUTH COUNTY

Any school or work site located south of North Creek.

SUPERINTENDENT

The Superintendent of Schools or his/her designee.

TEACHER

A member of the bargaining unit as defined in Article I unless otherwise indicated.

UNION

The Sarasota Classified/Teachers Association (SC/TA).

WORKDAY

A duty day of the teacher unless otherwise indicated in the Agreement.

WORK YEAR

The regular work year for teachers covered under this contract shall normally be 196 duty days. Specialist’s 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 Union. 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.

Teachers who work in excess of 196 days shall continue to receive one vacation day for every 24 additional duty days (not including the summer school program).

In the case of those teachers whose current contract is in excess of the 196 days, said teachers will not have their contract year reduced except as outlined in Article XVI, Reduction in Force.
ARTICLE III - SCOPE OF BARGAINING

A. Scope

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

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 the employment of the teachers.

C. Agreement

1. 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 bargaining unit and approved by the Board at a regularly scheduled meeting.

2. 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.

3. 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.

4. 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.

5. An individual contract which is executed during the term of this Agreement between the Board and a teacher shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and a teacher 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.

6. Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by teachers during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing that 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.

D. Resolution of Impasse

1. Mediation

Instructional Contract, 1995 revision
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 to attempt to reach agreement by good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dispute, either Party may request a mediator from PERC. 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.

2. Special Master

Use of a Special Master shall be in accordance with applicable law.

3. Authorized Committee

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 of three neutral parties to hear the Parties’ positions and resolve the disputed issues. The three neutral parties shall be selected from a list supplied by 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

A. Employer Information

1. 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.

2. All rules adopted by the Board shall be distributed to the Union within 30 days of adoption.

B. Payroll Deduction

1. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effective until the earlier of the two occurrences:

   a. Loss of certification by the Union as the bargaining agent for the teachers covered by this contract.

   b. 30 days after written notice of revocation of said authorization by the teacher to the Board and the Union.

2. The Union shall pay to the Board a fee of $250.00 per year for payroll deduction for Union members. The Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable delays.

3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within 15 days whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision to take TIGER deductions. 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, or agencies of law with respect to the use of disposition of said funds after they have been transmitted to the Union.

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

C. Union Meetings and Activities

1. 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.
2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time not to exceed five days with pay for contract negotiations.

3. 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.

4. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notification (except in cases of emergency) to the principal/supervisor by the Union representative.

5. 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.

D. Union Activities at Work Locations

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

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

3. 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.

E. Inter-School Mail

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

F. Time for Union Representatives

1. 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.

2. The SC/TA will be allocated a total of 75 days per semester of Board paid release time for either instructional or classified bargaining units. The SC/TA may allocate those days at their discretion.

Instructional Contract, 1995 revision
Should the SC/TA exceed the 75 days, they will reimburse the Board for all additional days at the appropriate substitute's rate of pay. These days may be used at the SC/TA's discretion.

Management shall not deny the use of these days except for good cause.

G. Office Space and Equipment

1. The Employer agrees to provide space at each site for a file cabinet so as to protect the confidentiality of Union records.

2. The Employer agrees to provide the Union representative at each site with a file cabinet and typewriter if these are available.

H. Bulletin Boards

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.

I. New Teacher Orientation

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

J. Information from the Board

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

2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.

K. Parking

Employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.

L. Right to Representation

1. No disciplinary action may result from a meeting between a teacher and his/her supervisor and/or other management official unless the teacher is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the teacher is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.

2. The Union has the right to be present at any meeting of the Employer and teacher if that meeting is for the purpose of discussing teacher competency.

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

4. The Board agrees to notify the Union of any meeting relative to 1 and 2 Instructional Contract, 1995 revision
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 are mutually agreeable to the Parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 231. In cases that are described as "emergency" in nature, the meeting shall take place no later than 24 hours after the knowledge of the Parties of such incident.

M. Committee Appointments

When the Board or Administration establishes district-wide committees requiring the participation of instructional bargaining unit members, such members shall be chosen by the Union. Textbook committees are exempted from this provision.

N. Exclusivity Clause

Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings, distribute Union literature, and have access to the public address system, school grounds, and buildings for Union purposes.

O. Subcontracting

Work normally performed by bargaining unit members will not be subcontracted if the contracting out of such work jeopardizes, eliminates, or reduces the work force of the bargaining unit.

Instructional Contract, 1995 revision
ARTICLE V - TEACHER RIGHTS

A. Consistent with Florida Statutes, Chapter 447 each teacher of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity; and each teacher 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 view to officials of the Governor, the Legislature, or other appropriate authority. The Employer shall take the action required to assure that teachers 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.

B. Consistent with applicable statutes a teacher’s off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his/her effectiveness as a teacher. Moreover, 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.

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.

C. No teacher shall have disciplinary action taken against him/her 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.

D. Teacher participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

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

F. Teachers shall not be subjected to personnel practices which are prohibited or in conflict with School Board Rules or policies.

G. Annual Contract teachers will be granted a Professional Service Contract after three years of satisfactory performance. Consistent with applicable statutes Annual Contract status can be extended to a fourth year.

H.

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

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

I. Teachers shall not transport students except in accordance with School Board Rules.

Instructional Contract, 1995 revision
J. Except in emergency circumstances administrators shall not discipline teachers in the presence of students, parents, other faculty, or staff members.

K.  

1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida Statutes, Chapter 231.291. Any teacher who is recommended for suspension or termination during the period of contract shall be afforded due process in accordance with State Statutes.

2. If a suspension or termination is deemed necessary because of threat of harm or for the teacher's own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until the grievance and arbitration process has been completed and a final decision has been rendered. The Board reserves the right to temporarily reassign teachers from their current work assignment during the pendency of the grievance and arbitration process.

L. 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 DOE Regulations.

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

N. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Personnel Office.

O. Teachers with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.
ARTICLE VI - MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with Federal and State Laws on all of the following matters:

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

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

3. 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 by State Law.

4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary for the efficient operation and general improvement of the Board's school system and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

5. 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.

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

7. to determine and re-determine job content.

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

9. to determine the qualifications of all teachers of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all teachers of the Board consistent with this Agreement.

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

11. 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 teachers. Compliance thereupon shall be given the Union and the teachers. Compliance therewith by the teacher shall thereafter be required unless and until rescinded or amended by the Board.

12. to exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.

Instructional Contract, 1995 revision
B. 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.

C. 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 teachers within the bargaining unit.

D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by Laws and Constitution of the State of Florida.

E. When the Superintendent is presented with an emergency situation which in his/her 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.

F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any teacher to submit to a physical or psychiatric examination or test to determine that teacher’s fitness for employment. The cost of such examination or test required by the Board shall be paid by the Board. The teacher reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the Board to conduct such tests. The teacher may also submit written results of other examinations or tests administered by a physician, psychologist, or psychiatrist of the teacher’s choice, performed at the teacher’s expense within 21 days after receiving notice from the Board that such exam or testing is required; and the results of such examinations or tests shall be considered along with the results of required examinations or tests. A determination resulting from any such examination or test that the teacher is not fit to perform all of the material duties of his/her position shall be considered one of the grounds constituting just cause for the termination of that teacher’s employment. If the Board requires any teacher to submit to any such examination or testing the requirement must be presented to the teacher in writing, and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any teacher to submit to justifiable Board requests for testing 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 F shall be confidential in nature and shall not be released except on those occasions as required by Florida Statutes.
ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

A. The Parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered or changed within the confines of this Agreement.

B. The principal shall consult with the building Senior Representative prior to implementation of any change by the principal in past practices at a school.
ARTICLE VIII - FAIR PRACTICES

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

B. The Board shall not discriminate against teachers because of membership in the Union.

C. Teachers 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.

D. Sarasota County School Board shall comply with State Statutes on Veteran's preference and Federal Statutes on non-discrimination on the basis of religion, race, national origin, color, sex, or handicap.
ARTICLE IX - TEACHER DUTY DAY

A. General Guidelines

A teacher's duty day shall be the equivalent of instructional and non-instructional minutes per day in a particular school. Each school or work site may establish its own teacher duty day schedule consistent with the terms of this Article. Should any school desire to change the length of its teacher duty day or to incorporate a provision which is not consistent with this Article, it may do so by following the procedures outlined in Article XXVII, Section E of this Agreement.

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 30 minutes.

2. Teachers agree to meet the requests for assistance or 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 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.

6. All teaching units will be either full-time or half-time (or in the case of high schools, .6 FTE). No fractional units other than half-time will be permitted.

B. Elementary Schools

1. The normal elementary instructional assignment (teaching that requires preparation, instruction, evaluation) will be 300 minutes, but in no event will it exceed 330 minutes per day. Reasonable efforts shall be made to build elementary schedules to accommodate 300 minutes of instructional assignments.

2. In making instructional assignments which exceed 300 minutes per day, the Principal shall consider the following criteria:

   a. instructional assignments that exceed 300 minutes will be corrected at the first reasonable opportunity that does not unness
sarily disrupt student schedules.

b. when instructional assignments that exceed 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 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. To the greatest extent possible within existing resources, this planning time will be scheduled during the student day.

C. Middle Schools

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

2. The normal middle school day (block schedule) will allow teachers a duty free lunch of not less than 30 minutes and a planning/conference of 70 to 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 320 minutes to 395 minutes per day. The remaining time will be assigned at the discretion of the principal. Under no circumstances shall the duty day exceed 420 minutes per day.

D. High Schools

1. The normal secondary instructional assignment (teaching that requires preparation, instruction, evaluation) will be 250 minutes, but in no event will it exceed 300 minutes per day. Reasonable effort will be made to build master schedules designed to accommodate 250 minutes of 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. In the event planning time is scheduled at the end of the student day, the staff at any work site may choose to allow high school teachers to do their daily planning elsewhere, in lieu of a within-school uninterrupted planning period following the procedures as outlined in Article XXVII, Section E, Participatory Management (this does not preclude the staff from seeking other waivers pursuant to Article XXVII, Section E).

3. In making instructional assignments which exceed 250 minutes per day, the principal shall consider the following criteria:

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a. voluntary requests to carry an additional instructional assignment;
b. established course offerings cannot be provided to enrolled stu-
dents 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 where possible to different teach-
ers.

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

E. Vocational School

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 instruc-
tional assignments shall not exceed a weekly average of 330 minutes per day.
ARTICLE X - SCHOOL LEVEL FACULTY COUNCIL

A. Organization

1. A Faculty Council for each school center or service area shall be organized and meet for the duration of the school year with the principal/director at the convenience of the members of the Council 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 levels 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. Fewer than three special area teachers in a school shall be assigned by the principal for the purpose of nomination, to a grade level(s).

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 judgment of the principal, it is practical.

6. When vacancies occur they shall be filled by election as provided by Instructional Contract, 1995 revision
Section A-2 of this Article.

B. Powers and Responsibilities

The Faculty Council may advise the school building principal regarding rules that govern the school.

C. Operating Procedures

1. In cases of procedural disputes, Robert's Rules of Order shall prevail.

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

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 principal chooses not to accept or act upon the recommendation of the majority of the Faculty Council, it may make a direct appeal to the appropriate director or to the Superintendent if deemed necessary.

5. In a school with an approved shared decision making plan in effect, the faculty may choose to have its Shared Decision Making Team assume the duties normally associated with the Faculty Council. They may also elect to retain the Faculty Council if they so desire.

6. In a school with an approved shared decision making plan in effect, the faculty may choose to extend membership on the Faculty Council to classified employees.
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, instructional environment, and comprehensive planning and its implementation.

B. Council membership shall consist of 11 teachers appointed by the Union, four administrators appointed by the Superintendent, and six citizens, one appointed by each of the School Advisory Committees. At least one member of the Instructional Council shall also be a member of the Restructuring Advisory Committee (RAC).

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

D. The Board shall 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 by the chairperson.

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 XXVI).
ARTICLE XII - PROFESSIONAL DEVELOPMENT CENTER

A. Function/Purpose

1. A Professional Development Center, which is established by the Board, shall operate in accordance with Florida Statutes. The Board shall determine the term of existence of the PDC. The Board’s decision to abolish the PDC at any time shall be final and not subject to the grievance and arbitration procedure (Article XXVI).

2. The Board shall appoint a PDC Council whose duties and responsibilities to the Board and the Superintendent shall be

   a. to develop policy and procedures for the PDC for recommendation to the Board;
   b. to develop goals and objectives for the Center within the policies as determined by the Board and specified in Florida Statutes;
   c. to recommend the employment of an appropriate PDC 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 PDC staff.

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

   a. appoint the members of the PDC Council;
   b. adopt policies and procedures for the Center;
   c. adopt a budget for the PDC;
   d. appoint the director and staff of the PDC.

4. If a recommendation of the PDC 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 advice or recommendations shall not be subject to the grievance and arbitration procedure (Article XXVI).

5. Membership

   a. The PDC Council shall consist of but not be limited to two primary teachers, two intermediate teachers, two middle school teachers, two senior high teachers, one exceptional child education teacher, one vocational/adult education teacher, one teacher selected by the Union, one secondary school based administrator, one middle school based administrator, one elementary school based administrator, one central staff representative, one lay member, one non-instructional, one representative from Manatee Community College, and one representative 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 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 county-wide list for each appropriate teacher position on the PDC Council. From this list of candidates, the teacher members of the Council will recommend the teacher membership to the Board.

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

B. In-service Education

In-service education developed by the PDC and/or other divisions for teachers shall be in accordance with the following procedures:

1. Voluntary in-service 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 in-service training is necessary, the following criteria shall be employed:

   a. A training component including the purposes, type of participants, length of training, type and nature of credit (if any) being offered, specific objectives, and evaluation procedures which shall include pre-and post-assessments shall be developed for in-service education. 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 in-service 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. In-service professional improvement activities may be scheduled on professional duty days. However, the principal and administration shall reserve one-half 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 day for records keeping.

3. Substitutes may be provided for participants in certain in-service 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. In-service 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.

C. 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 his/her regular responsibilities during the period s/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.
ARTICLE XIII - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

The following contract language will be subject to reopeners and review within one year from its full implementation upon request by either party.

A. Teacher Performance Appraisal System (TPAS)

All teachers will be evaluated with the Teacher Performance Appraisal System (TPAS), described herein. All the appropriate forms appear in Appendix D of this Agreement.

B. The Professional Orientation Program (POP)

1. All annual contract teachers or teachers possessing a temporary, one year contract who have not completed the requirements of the Florida Professional Orientation Program (POP) will be considered to be enrolled in the POP of the TPAS.

2. The observation/evaluation instruments will be those instruments from the Florida Performance Measurement System (FPMS).

3. Prior to the first formal observation, the teacher shall be familiarized with the FPMS appraisal instruments, forms and procedures.

4. Teachers required to participate in the POP (90 day or 180 day) will be required to successfully complete only the Dimension Area, “Professional Responsibility and Characteristics.” All other Dimensions will not be applicable. The POP will otherwise serve as the appraisal system for these teachers.

5. Upon successful completion of the POP, teachers move to Level 1 and will begin Level 1 procedures at the beginning of the next school year. If a teacher successfully completes the POP prior to November 1st of any school year, s/he will move to Level 1 at that time.

6. Any teacher experiencing difficulty in successfully completing the requirements of the POP will be provided with assistance to achieve those requirements.

7. The maximum amount of time for successful completion of the POP will be two years.

8. Other than for procedural error, the evaluation or non-renewal of a teacher on the POP is not subject to the grievance and arbitration process.

C. Level 1 Teachers

1. The approved evaluation form for Level 1 teachers will be the Annual Appraisal Form (see Appendix D).

2. All annual contact teachers or teachers possessing a temporary, one year contract who have successfully completed the POP will be considered to be on Level 1 of the TPAS.

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3. Prior to the first formal observation, the teacher shall be familiarized with the FPMS appraisal instruments, forms and procedures.

4. All Level 1 teachers will be expected to have demonstrated satisfactory performance in all Competencies within all the Dimension areas outlined in Appendix D, prior to the recommendation for a Professional Services Contract (PSC). Upon successful demonstration of all the required Competencies, the Annual Contract teacher will be recommended for PSC as soon as his/her service requirements have been met.

5. Should a Level 1 teacher receive an unsatisfactory rating in a Dimension Area from his/her building level administrator, the teacher will have the right to obtain an independent second opinion. That opinion will be rendered following observations made by an independent evaluator. That evaluator will be mutually agreed upon by the Parties and selected from a listing of independent evaluators previously agreed to by the Parties. Should the principal and independent evaluator agree, the principal’s rating will be sustained. Should they not agree, a second independent evaluator will be chosen in a like fashion. The second independent evaluator will make observation(s) of the teacher. Following the final observation, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be made based upon the majority opinion of the three evaluators.

6. Any independent evaluator should be free from any influence from either Party to this Agreement and as such should engage in no ex parte communications with any of the Parties prior to rendering his/her decision.

7. Should a Level 1 teacher not successfully complete a Dimension area(s) and receive an unsatisfactory rating sustained by the independent evaluators, the teacher will be notified in writing of this fact and be assigned a Performance Improvement Plan (PIP). This plan will be written by a panel of educators (the Educator Support Panel) including representation of both teachers and building level administrators and approved through consensus by the ESP. No member of this panel will be from the teacher’s school site. Prior to developing the teacher’s PIP, the panel will consider the input of the teacher, the building administrator, and the staff of the Professional Development Center. If the PIP is successfully completed, non-renewal may not be undertaken for competency reasons.

8. By mutual agreement (any time during the school year), the teacher and principal may agree to develop a PIP with or without the involvement of the Educator Support Panel, prior to the teacher receiving a unsatisfactory rating on the Annual Appraisal Form.

9. A teacher’s performance on the PIP will be evaluated by the principal and two independent evaluators (as selected by the ESP as described elsewhere in this Article). A teacher’s success or failure on a PIP will be determined by a majority decision of the three evaluators.

10. With the exception of a teacher on a fourth year annual contract, no teacher will spend more than three consecutive years on Level 1. Teachers on fourth year annual contract will be permitted to spend a fourth
year on Level 1 of the TPAS.

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

D. Level 2 Teachers

1. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Level 2 teacher.

2. Any Level 2 teacher will be considered to possess all competencies required of Level 1 teachers unless they receive an overall rating of unsatisfactory by the building level administrator as documented by using the appropriate Level 1 forms and procedures. Such forms will document the areas of alleged deficiency.

3. Prior to the first formal observation of the teacher, s/he shall be familiarized with the FPMS appraisal instruments, forms and procedures.

4. Should a Level 2 teacher receive an unsatisfactory rating in a Dimension Area from his/her building level administrator, the teacher will have the right to obtain an independent second opinion. That opinion will be rendered following observations made by an independent evaluator. That evaluator will be mutually agreed upon by the Parties and selected from a listing of independent evaluators previously agreed to by the Parties. Should the principal and independent evaluator agree, the principal’s rating will be sustained. Should they not agree, a second independent evaluator will be chosen in a like fashion. The second independent evaluator will make observation(s) of the teacher. Following the final observation, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be made based upon the majority opinion of the three evaluators.

5. Any independent evaluator should be free from any influence from either Party to this Agreement and should engage in no ex parte communications with any of the Parties prior to rendering his/her decision.

6. Following a sustained rating of unsatisfactory, the teacher will be placed back into Level 1 of the TPAS.

7. Other than for procedural error, the initial evaluation of a Level 2 teacher is not subject to the grievance and arbitration process.

8. Should the independent evaluator uphold the building administrator’s recommendation of an unsatisfactory rating, an Educator Support Panel will be convened. After considering input from both the teacher and building administrator, the Educator Support Panel will develop through consensus, a Performance Improvement Plan (PIP) for that teacher. That PIP will serve as the improvement plan required under the statutory NEAT process. Only those competency areas in which the teacher was noted to be performing in an unsatisfactory manner (and concurred on by the independent evaluator) will be reflected in that teacher’s PIP or NEAT process.

9. Any proposed NEAT process must be finalized no later than six weeks
prior to the close of the school year prior to its implementation. A NEAT process will have a duration of no less than one full school year. The duration will be agreed to by the Parties. The ESP will have the final say in resolving any disputes on the PIP as described within this section.

10. Any PIP or NEAT process will be evaluated by the principal and two independent evaluators (as selected by the ESP as described elsewhere in this Article). The success or failure of a PIP or NEAT process will be determined a majority decision of the three evaluators.

11. Unsuccessful completion of the NEAT process within the prescribed timelines may constitute grounds for termination for a CC or PSC teacher.

12. Any proposed termination due to failure to successfully complete a NEAT process will be subject to the grievance and arbitration process as defined in Article XXVI of this Agreement or a hearing held by the Department of Administrative Hearings (DOAH).

E. Educator Assistance Process

1. This process applies to teachers who have received an unsatisfactory rating on their respective evaluation forms and/or have failed to master a given dimension.

2. A panel, hereafter referred to as an Educator Support Panel, will be formed which will consist of one teacher, one building level administrator and one independent educator. Each panel will be selected from a pool of specially trained instructional personnel. This pool of employees will be selected by consensus, by the Superintendent and President of the Union. Each panel (constituted as described above) will also be chosen by consensus by the Superintendent and Union President. The members of the respective Educator Support Panel will then select resource persons and all independent evaluators to assist them in developing and administering the PIP or NEAT process. No teacher or administrator will serve on a panel for a staff member from their building.

F. Temporary, One Year Contracts

1. All non-certifiable teachers (those teachers who have yet to complete all the required academic course work for certification and endorsement [where required by the State] in the subject area[s] they are currently assigned) will be issued a temporary, one year contract. All positions held by temporary one year contract teachers will be considered vacant at the close of the school year.

2. All certified or certifiable teachers (those teachers having completed the required academic course work for certification in the subject area[s] they are currently assigned) will be issued the appropriate Professional Services or Annual Contract.

G. Neat Process

Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Sec-
tion 231.29, will be afforded a NEAT process as detailed in Florida Statutes, Section 231.36 3(e) prior to any determination of just cause.

H. Evaluation Responsibilities

The principal may assign responsibility of evaluating selected Continuing Contract and Professional Service Contract teachers to his/her assistant principal(s).

I. Copies of the Evaluation Report

If the teacher declines to sign a completed evaluation form, s/he shall, within ten days, provide a signed statement either stating his/her intent to seek an independent evaluation as described above or a rebuttal to be attached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.

J. 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, s/he shall be given prior notice of the purpose of such meeting or interview and shall be entitled to have a representative of his/her choice present to represent him/her during such meeting or interview.
ARTICLE XIV - TEACHER CONTRACTS

A. Annual Contracts (AC)

1. All non-certifiable teachers (those teachers who have yet to complete all the required academic course work for certification and endorsement [where required by the State] in the subject area[s] they are currently assigned) will be issued a temporary, one year contract. All positions held by temporary one year contract teachers will be considered vacant at the close of the school year.

2. All certified or certifiable teachers (those teachers having completed the required academic course work for certification in the subject area[s] they are currently assigned) will be issued a regular Annual Contract (AC).

3. An Annual Contract may be extended to a fourth year when agreed to in writing by the Board and the teacher.

4. Other than for procedural error, the evaluation or non-renewal of a teacher on the Professional Orientation Program (POP) is not subject to the grievance and arbitration process.

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

6. If the Professional Improvement Plan (PIP) is successfully completed, non-renewal may not be undertaken for competency reasons.

B. Continuing Contract (CC)

1. Any teacher who has Continuing Contract status prior to July 1, 1984 shall be entitled to retain such contract and all rights arising therefrom, unless the teacher voluntarily relinquishes his/her Continuing Contract.

2. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Personnel Office.

C. Professional Service Contract (PSC)

1. Annual Contract teachers will be granted a Professional Service Contract (PSC) after three years of satisfactory performance. Consistent with applicable statutes, Annual Contract status can be extended to a fourth year.

2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Section 231.29, will be afforded a NEAT process as detailed in Article XIII, Section C, prior to any determination of just cause.
ARTICLE XV - SELECTION/LATERAL TRANSFERS/PROMOTION

A. Voluntary Lateral Transfers

1. Lateral transfers of instructional staff will not be allowed within two weeks prior to the first day of school attendance for students, unless mutually agreed to by the Parties. All position vacancies will be publicly posted at the Personnel Office and at each work site county-wide. In addition, all position vacancies will be listed on the Job Hotline (927-4010). The positions filled after that time shall be filled on a temporary basis and will be filled in accordance with those procedures outlined in A2 below, if the position is still required.

2. All positions created or vacancies filled during the school year and which will be in existence in the coming school year will be posted for currently employed teachers requesting recall or transfer. Wherever possible, these positions will be filled with existing teachers before the conclusion of the prior school year using those procedures outlined in Sections B and C, below. Those teachers presently holding the position in question who hold an annual contract, will be considered surplussed at the conclusion of the school year. Any such position not filled with voluntary transfer applicants at this point will be posted county-wide and filled as described below.

3. Position vacancies other than those described in A2 above, will be posted county-wide and filled in a manner consistent with that specified elsewhere in this Article.

4. Any teacher desiring a transfer may apply provided s/he has the qualifications and certification required for the position.

5. Except by mutual agreement of the Parties, instructional staff on an active NEAT process or in the Beginning Teacher Program will not be eligible for lateral transfer while that process is ongoing.

6. The Parties agree that circumstances may exist in the resolution of a grievance where a staff member is to be placed in a vacant position through mutual agreement of the parties and the prior knowledge of the cost center management team. In such case, the procedures in Sections B and C herein will not apply.

7. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no less than ten working days, prior to the closing date for applications, unless mutually agreed to by the Parties. In the period from ten days prior to the first day of school, all postings will be of three days duration.

B. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The Parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the District; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In Cost Centers which have had an approved shared decision making model of governance, the following procedures for selection and lat-
eral transfer of staff will apply unless a waiver of this Section has been granted by the Parties to this Agreement.

1. Personnel Functions of the Cost Center Management Team or Its Designee: The Cost Center Management Team will (a) recommend a set of minimum qualifications, including certification, to be utilized in any posting of a staff vacancy in the cost center, (b) establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, (c) establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy, and (d) based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.

2. Seniority to Govern in Filling Vacancies, When All Other Qualifications Are Substantially Equal: The Committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

C. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance:

1. Filling of Posted Vacancies: For each such vacancy available for lateral transfer as identified under Section A above, the Personnel Office will prepare a list of staff desiring transfer to such a position. The list will be arranged in descending order of points according to the following scale:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of service as a teacher in the Sarasota County Schools</td>
<td>10 points per year (1 per month)</td>
</tr>
<tr>
<td>Experience in the field of the vacancy in the Sarasota County Schools</td>
<td>4 points per year (.4 per month)</td>
</tr>
<tr>
<td>Recency of experience in the Sarasota County Schools in the field in which the vacancy exists</td>
<td>Past 5 years=3 per year Prior 6-10 years=2 per year Before that, 1 point per year</td>
</tr>
<tr>
<td>Degree Status</td>
<td>Masters=10 points Specialist=20 points Doctorate=30 points</td>
</tr>
</tbody>
</table>

Said vacancy will be offered for lateral transfer to each staff member, in turn, with the highest number of points until the vacancy is filled.

Ties will be broken by the procedures outlined in Article XVI, Reduction in Force, Section C, Date of Hire.
2. Appeal of Voluntary Transfer Determination: If, in the judgment of the Cost Center Head, the staff member selected under this process for lateral transfer is not qualified for the position, s/he shall provide a written justification to the Superintendent of Schools. The Superintendent shall refer the justification to the SC/TA President for his/her concurrence. If the Superintendent and President do not agree, the matter will be presented for final determination to a neutral third party, mutually selected by the Superintendent and President.

D. Involuntary Reassignments Within a School

The principal may make reassignments within a school or center in accordance with Florida Statutes. Principals will survey their staff by March 1 of a given school year to determine their subject area/grade level preferences for the following school year. When a teacher is reassigned, s/he may request that the reason for such reassignment be provided in writing by the principal. The teacher so reassigned shall have the opportunity to meet with the Superintendent and a representative of his/her choice to discuss the need and desirability of such a reassignment. No teacher will be involuntarily reassigned within the building by the administration into a subject area assignment for which s/he is not certified.

E. Involuntary Transfers Between Schools

1. Involuntary transfers from a school or center necessitated by such factors as budget requirements, changes in student population, or changes in programs shall be specifically recommended by the principal. Such transfer shall be subject to the approval of the Superintendent. The transfer shall be in inverse order of seniority, except where such application of seniority would be injurious to the instructional program.

2. Whenever a relative in the same cost center as another is promoted or transferred to an administrative position, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers to another position. The transfer will be considered involuntary in nature and, as such, the teacher will be given priority over teachers returning from leaves of absence and all voluntary transfer requests for school placement. Specifically, no two relatives shall be allowed to remain in the same Cost Center if one of the individuals is an administrator. All conditions existing as of October 24, 1988, shall be grandfathered.

   a. The transfer shall be at the next semester change or at the conclusion of that school year, based upon the recommendation of the building administrator or Cost Center head. The Superintendent will approve or modify any and all such recommendations.

   b. Preference for one year regarding placement will be afforded to the teacher to be transferred.

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

4. Teachers involuntarily transferred from one work site to another will be identified and placed in accordance with those procedures specified in Article XVI, Reduction in Force).

5. When a program or school is closed or a class or group of classes moved Instructional Contract, 1995 revision
intact from one work site to another, the teachers in that program or
class will be afforded the opportunity to (a) move with their former class
or program, (b) voluntarily surplus themselves, or (c) remain at their
original work site if there exists a less senior teacher in one of their areas
of certification.

In the event that not enough positions are moved to the receiving school
to accommodate all teachers from the former work site, teachers will be
offered transfers to the receiving school on a seniority basis. The most
senior teacher in the certification area will be offered transfer first and so
on until the moved positions are exhausted. All remaining teachers at
the former work site will be surplussed in accordance with those proce­
dures outlined in Articles XV and XVI of this Agreement.

F. Vacancies

Other than filling in for a teacher on approved leave and in the absence of a
hiring freeze, long-term substitutes shall not be used in lieu of full-time ap­
pointed teachers. Vacancies of 60 working days or more in bargaining unit
positions shall be posted and filled in accordance with this Agreement.

G. Promotions

1. Any teacher possessing the appropriate qualifications for promotion may
   apply for an administrative vacancy.

2. The Board shall utilize to the maximum extent possible the skills, tal­
   ents, and qualifications of its teachers and shall fill position vacancies by
   promoting from within in accordance with School Board Rule 4.104.

3. Vacancies which come under the District's State-approved HRMD Plan
   shall be filled in accordance with the requirements of that Plan. All other
   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 XVI - REDUCTION IN FORCE

A. School Board Rights

The School Board has a sole and exclusive right to determine the number, nature, and location of positions in the school system and to reduce or increase staff accordingly. In so exercising this right, the Board will confer with and receive recommendations from the Union.

B. Definition

A Reduction In Force (RIF) will be said to exist when the number of personnel within any given job or salary classification has been decreased in number or when the number of teachers exceeds the number of positions in the instructional bargaining unit.

C. Procedures

1. Retention - Instructional staff shall be certified and/or qualified for the position held.

2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the appropriate certification and endorsement (where required by the State), unless as specified below. They will also be considered to be qualified for any position presently held by an uncertified teacher and for all positions which do not require specific certification.

3. Seniority - Instructional staff will be subject to layoff based on the least amount of continuous service in the Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fashion. Seniority will be defined as time since effective date of hire in the instructional bargaining unit. A teacher who had previous employment in the classified bargaining unit and who did not break service with the School Board of Sarasota County, will retain his/her seniority in the classified bargaining unit in case s/he has been laid off from his/her instructional position. Such time, however, will not count towards seniority in the instructional bargaining unit. A teacher who transferred to the classified bargaining unit and then returned to the instructional bargaining unit will retain all prior instructional bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred.

4. Date of Hire - The effective starting date as designated by School Board action in appointing a given teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin toss.

5. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn seniority placement within the unit at that time. Any administrator who had previous status within the bargaining unit and has not had a break in service shall retain those previous years in the bargaining unit.

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toward his/her seniority status. All administrators returning to the bar-
gaining unit will be placed into vacancies following those procedures
described below.

6. Preferences - Each teacher will complete a preference form which may
be updated as described below. The form will include a listing of the
teacher's school site preferences and whether or not s/he would desire a
voluntary transfer to a particular school site(s).

7. Placement

a. Each cost center will compile a list of all positions to be elimi-
nated for the following school year. At that time the cost center
head will also identify the least senior teacher at that cost center
currently working within the certification area in which the
position(s) is/are being eliminated. Pursuant to the procedures
outlined in subparagraph (b) below, the cost center head, prior to
May 20 of any given school year, will transmit to the Personnel
Office a listing of all positions eliminated, teachers surplussed,
and vacancies anticipated.

b. The teacher(s) to be surplussed at each cost center will be the least
senior at that cost center currently working within the area of
certification of the position(s) to be eliminated; provided, how­
ever, that a teacher who has had his/her position eliminated may
elect to remain at that cost center should s/he possess more se­
niority than a teacher at that cost center in an alternate area of the
first teacher's certification. In such a case the teacher possessing
the least seniority in the alternative certification area at that cost
center will be surplussed. A teacher whose position has been elimi­
nated must be given the opportunity to elect to remain at his/her
cost center in an alternative area of certification, and must exer­
cise his/her election, prior to surplus lists being transmitted from
the cost center to the personnel office.

c. Upon receipt of surplus lists from all cost centers, the Personnel
Office will compile a listing, in seniority order, of all teachers who
have been surplussed. That listing, as well as a listing of all vacan­
cies county-wide, will be posted for a period of five working days.
Teachers may update their preference lists through the conclusion
of this five day period.

d. All teachers will be placed into vacant assignments on a seniority
basis based upon their expressed preferences. The most senior
surplussed teacher will be considered first and placement will con­
tinue on a seniority basis. Each teacher must be certified and en­
dorsed (where required by the State) for the assignment selected.
During the placement process, if no vacancy remains for which a
teacher is certified, the teacher will replace the least senior teacher
in either the north or south county region (as selected by the
teacher) in his/her area of certification. The teacher may elect to
switch his/her region selection and pick from vacancies in the other
location. This process will continue until there remains no teacher
on the surplus list who has more seniority than any teacher in the
district holding a position in that area of certification. Those teach­
ers who are junior to all others in the district within their areas of
certification will thus be identified. Those junior teachers, for
whom there are no positions available within their areas of certifi­
cation, will be laid off. Those laid off teachers will have recall
rights within the parameters set forth elsewhere in this Agreement.

e. During the placement process, should a teacher not be reassigned
due to his/her failing to be assigned to one of the work sites stated
on his/her preference form or because a Preference Form was not
filed, management will attempt to contact said teacher to explain
to him/her those positions remaining available at that time. Should
management not be able to contact said teacher, the teacher will
be reassigned to a work site and position most closely resembling
that which s/he was last assigned or those expressed on his/her
preference form.

8. Return to Former Placement - Any teacher displaced from an instruc-
tional position due to the implementation of those procedures described
above will be able to return to an instructional position vacancy at his/
her last former work site for which s/he is certified, should such a posi-
tion become available within a period of five years. Such return will be
automatically granted upon receipt of the teacher's request. In such cases,
the transfer will become effective upon the employee's request and s/he
will be considered a member of his/her former school's staff for place-
ment purposes, but the employee will not occupy that position until the
beginning of the next school year. It will be the teacher's responsibility
to monitor such opportunities.

9. Notification - The Board agrees to provide notice of the layoffs to the
affected teachers and the Union at least ten work days before any action
is taken. Notification of layoff shall be sent by certified mail to the af-
affected teacher. It is the teacher's responsibility to keep the Personnel
Office informed of his/her current address.

10. Any teacher laid off will be offered job placement assistance and coun-
seling services by the Board to assist him/her in securing other employ-
ment.
ARTICLE XVII - RECALL

A. Recall Order

Teachers will be recalled in order of seniority within their area(s) of certification or qualification.

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. Laid off teachers will be placed into vacancies prior to hiring any uncertified teachers.

C. Recall Process

A laid off teacher will be given by registered mail ten working days notice of recall. S/he shall inform the Board of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be deemed to have voluntarily resigned from employment by the Board. It is the teacher's responsibility to keep the Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in the following order:

1. Laid off teachers returning to duty.

2. Teachers returning to their former school following an involuntary transfer (teachers retain this right for a period of five years following their involuntary transfer).

3. Teachers returning to duty from a leave of absence.

4. Teachers returning to in-field status from an involuntary move to out-of-field status (teachers retain this right for a period of two years following their involuntary transfer).

5. Voluntary transfer of teachers.

Positions will be filled on a seniority basis within each of the above mentioned groupings. Numbers 1 through 4 will be undertaken on a central level and will be filled in accordance with those procedures outlined in Article XVI. Number 5 will be undertaken at the school level and will be governed by Article XV.

D. Layoff Period

Teachers will be eligible for recall for a period not to exceed two years 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.

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ARTICLE XVIII - 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 times per year. This does not preclude voluntary participation on the part of the teacher.

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.

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

C. Teachers 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.

D. Extra duties shall be assigned on a rotating basis, wherever possible.
ARTICLE XIX - PERSONNEL RECORD

A. Maintenance

1. There shall be only two personnel files as defined in Florida Statutes. One shall be maintained at the Office of Personnel of the Sarasota County School Board and the other at the office of the teacher's work site. No other file or memo shall be maintained on any teacher unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copied by request of the teacher or required by Florida Statute.

2. A teacher may request through his/her immediate supervisor access to his/her site file. 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 teachers where possible.

3. 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 a teacher's conduct, service, character, or personality shall be placed in any official personnel file of such teacher. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the teacher has been given the opportunity to read the material following its receipt or formulation. The teacher 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 teacher receives said copy, s/he 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 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the teacher.

4. The teacher 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 teacher's file nor used in any proceeding or given any credibility anywhere by the employer.

5. Upon request, the teacher, a Union representative, or any other person designated in writing by the teacher 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 five cents per page.

6. The personnel file of each teacher shall be open to inspection only by those persons specified by Florida Statutes. If a teacher'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.
7. The official personnel record for Sarasota County Public School teachers 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.

8. Notification: Any teacher whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes without the teacher's knowledge or permission shall be notified in writing within 48 hours as to who requested and observed the file and the purpose of such request.

B. Complaints

When a written complaint concerning a teacher's conduct and/or performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the teacher involved. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.
ARTICLE XX - MAINTENANCE OF CLASSROOM CONTROL

A. General Responsibility

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

B. Physical Contact

Consistent with Federal and State and School Board Rules, 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.

1. If a teacher deems it necessary, s/he may have a student temporarily removed from the classroom by directing him/her or having him/her 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 him/herself 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 (Appendix G) shall provide space for the referring party to note observations and to request specific action on the part of the Administrator.

C. School Center Disciplinary Procedure

A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Rules, 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 X (School Level Faculty Council). The principal shall make final decision regarding the procedure.

D. Special Assistance

When, in the judgment of a teacher, a student requires special attention, the teacher shall so inform his/her principal in writing. The principal shall arrange as soon as possible for a conference among him/herself, the teacher, the parents, and such specialists as the principal may deem appropriate for the purpose. A written recommendation shall be approved by the principal.

E. 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/her principal in writing. Within five calendar days, if
possible, but no later than ten calendar days of the receipt of the written request from 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 E may be extended by mutual consent of the teacher and principal. Consent shall not be unreasonably withheld.

F. 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 on the appropriate form and shall 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 teacher.

3. If the action of the principal or his/her designee is unduly delayed, 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 teacher may initiate a meeting with the principal to discuss alternate methods of discipline to resolve the problems.

4. If a teacher 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 24 hours, to the Superintendent that an assault upon a teacher has been reported to him/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 teacher to acknowledge that s/he has seen the report, and s/he may append a statement to the report.

   b. The principal shall assist the teacher in notifying the proper law enforcement officials.

5. An assaulted teacher who presses charges against his/her assailant shall have his/her days of court appearance designated as non-attendance days with pay.
ARTICLE XXI - 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 stands; or

2. the grade or evaluation goes to review.

D. Review Panel

1. Review shall be by a panel consisting of

   a. one member, with expertise in the area under challenge, selected by the teacher;

   b. one member, with expertise in the area under challenge, selected by the Superintendent;

   c. one member, with expertise in the area under challenge, selected by the other two members.

2. The Review Panel shall investigate the challenge and render a binding judgment.
ARTICLE XXII - 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 to 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 Personnel Office shall, as soon as possible, notify the teacher in writing addressed to the teacher’s latest recorded address. It is the teacher’s responsibility to keep the Board informed of his/her current 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. As soon as practicable, such teachers shall be notified of any changes in their schedules.

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

E. Any teacher who travels under Board authorization shall have prior approval of the Superintendent or his/her designee and be subject to Florida Statutes and Rules of the Board. Each such teacher will be reimbursed at the prevailing rate established by the State of Florida.

F. 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 be required to transport students on official school business.

H. Teachers shall not drive school buses. Exclusions to this restriction are:

1. Overnight field trips are excluded and may be driven by the specific participating teacher/coach. However, should that participating teacher/coach choose not to drive, a Transportation driver shall be provided. Meals and accommodations for the driver will be provided by the school at the applicable per diem rate. With respect to this exclusion, it does not pertain to ESE field trips (i.e., Handicapped Olympics).

2. Environmental bus.

3. Alternate Education buses.


I. Teachers driving buses consistent with this Agreement shall be compensated at a rate equal to the average bus driver’s hourly rate.

J. Alternative Education

The parties agree that all teachers of alternative education classes will hold the appropriate certification for the subject area taught. Any teacher not possess-
ing the appropriate subject area certification for his/her majority assignment will be listed as out-of-field and will be treated in a manner consistent with other out-of-field teachers (i.e., they must take six semester hours per year towards obtaining the appropriate certification).
ARTICLE XXIII - MATERNITY AND CHILD CARE LEAVE

A. Maternity Leave

1. A maternity leave without pay shall upon written request be granted to a teacher 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 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 certifies in writing 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, at the discretion of the Superintendent.

B. Child Care Leave

1. A child care leave without pay, not to exceed one year, shall be granted a teacher upon written request to the Superintendent. Such a leave shall be requested at least 30 calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three months after the date of the adoption. A teacher may request in writing an additional year of child care leave. Such request shall be submitted not less than 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 s/he is qualified.

C. Retirement Credit

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.

D. Insurance Benefits

The teacher on an unpaid leave pursuant to this Article may maintain his/her Board paid health and life insurance benefits by paying the Risk Management Office in the amount and at the times necessary for maintaining such benefits.

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E. Experience Credit

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 day more than one-half 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 years.
ARTICLE XXIV - PAID LEAVES

A. Sick Leave

1. Sicknesses or Death
   a. Each full-time teacher is entitled to four days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. “Sick Leave” shall be defined as personal illness or disability of the teacher, or illness or death of a member of his/her immediate family. “Immediate Family” shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.
   b. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

2. Personal Leave
   Each teacher shall be provided six days to be used for the teacher’s personal business 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 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, and they are to be filled out upon the teacher’s return from such leave. “Personal Leave” shall be adequate explanation for such leave. The teacher 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. Transferring in of Sick Leave
   The transferring in of sick leave is not allowed.

4. Sick Leave Payoff Cap
   The sick leave payoff cap is 180 days. Teachers possessing more than 180 days in sick leave accumulation prior to July 1, 1983 will be grandfathered at the level they possessed at that time.

B. Illness-In-The-Line-Of-Duty Leave
   Each teacher shall be entitled to illness-in-the-line-of-duty leave with net 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. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

As a prerequisite for any leave granted pursuant to this Article, a teacher shall obtain a certificate of illness or injury from a licensed physician.

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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 teacher’s physician, whichever is shorter.

2. Leaves due to the aforementioned injuries or illness shall be authorized for a period for which a physician certifies the teacher’s inability to work or for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time the teacher will receive wage loss payments as specified by Florida Statute.

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

4. The teacher may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.

5. The teacher 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.

C. Verification of Reasons for Leave

Upon return from leave as described in paragraphs A and B, the building principal shall provide the teacher with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal within five working days following the teacher’s return from leave.

D. Sabbatical Leave

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

E. Temporary Duty Days

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, seminars, 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. Funds for Expenses

The Board shall provide funds for expenses, as set forth in Section E of this article, for temporary assignment. Normally only one member of a department may be granted permission to attend one such meeting at Board ex-
pense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the principal.

G. Civic Duties

Any teacher may be granted, upon written request and with the Superintendent's approval, up to three days leave with pay to perform civic duties at the local, state, or national level.

H. Leave for Legal Commitments and Transactions

1. A teacher who is absent because of a mandatory (subpoena) 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. A teacher may serve on temporary assignment on jury duty without loss of pay if s/he so desires.

3. A teacher released from his/her subpoena or jury duty with sufficient time remaining to return to his/her school center to complete at least one-half day of his/her duty day shall return to his/her school center unless released by the principal.

I. Military Leave

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.

J. Vacation

1. Effective with the 1983/86 school year, those teachers already teaching 240 days shall be considered 12 month personnel as defined by the school calendar and will qualify to earn additional vacation days in concert with all other 12 month personnel. Specifically, they may earn in the range of one to six additional days beyond the 12 already granted by the calendar. These additional days may be accumulated but are not to exceed 30 days.

2. Effective with the 1985/86 school year, all new teachers shall have their work year designated as a 196 work day year, with additional duty days assigned by the administration on an annual basis. Teachers who work in excess of 196 days shall continue to receive one vacation day for every 24 additional duty days (not including the summer school program). Any additional duty days requested by the administration shall be voluntary and shall not be a condition of employment.

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ARTICLE XXV - UNPAID LEAVES

A. Upon request, leaves of absence, limited to two persons per year 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 without salary for professional improvement may be authorized by the Board for any Continuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, a teacher may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 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 s/he has engaged in related studies at an accredited university or s/he has served in a capacity similar to one s/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 day more than one-half of the regular contract year.

Upon return from such leave, the teacher shall be returned to his/her former position, if available, or to a substantially similar position for which the teacher is fully qualified and certificated 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 s/he is fully qualified. Such leave may be authorized for:

1. engaging in study at an accredited university;
2. full-time participation in a federally sponsored Peace Corps;
3. full-time teaching in foreign or military programs;
4. cultural travel or work program related to his/her professional responsibilities;
5. participating in exchange teaching programs in other school districts, states, territories or countries;
6. serving as a full-time, paid officer of an education association.

C. A leave shall be deemed unauthorized if the teacher enters similar or related employment during his/her leave without express written permission of the Board to have resigned voluntarily. A teacher 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.

D. A leave of absence, without pay, for up to one year may be granted by the Board to a teacher, upon application to campaign for or to serve 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/her former position, if available, or to a substantially similar position if available. Experience credit for such leave shall be granted. No experience credit will be granted for any year in which the teacher does not work or participate.

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in the leave as approved one day more than one-half of the regular contract
year.

E. Any teacher granted a leave of absence as provided in this Article shall be given the opportunity 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.

F. A teacher granted a leave of absence may receive limited leave of absence 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.

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

H. Duration of Leaves: Exclusive of A and B of this Article, the Board will not refuse subsequent leave request without sufficient reason. Under normal circumstances, such leaves shall not exceed five years. A teacher's leave will be extended in cases where no position exists for the teacher to return in one of his/her areas of certification.

I. Notification of Return: Exclusive of A and B of this Article, teachers on extended unpaid leave shall notify the Personnel Office on or before March 1st of their intent for the coming year.

J. Deadline for Applying: Under normal circumstances the deadline for applying for an unpaid leave of absence shall be March 1st of each year.
ARTICLE XXVI- GRIEVANCE AND ARBITRATION

A. Definitions

1. The “grievant” is a teacher, a group of teachers, or the Union filing a grievance.

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

3. A “grievance” is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this Agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the Parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.

2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the administrator’s denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the cost center head or his/her designee allegedly causing the grievance. The cost center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.

3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant Superintendent or his/her designee no later than ten working days after the response was received at the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response to the Step Two grievance no later than ten working days following the Step Two meeting.
4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Three meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.

5. Step Four (optional): Should the Parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be chosen through mutual agreement of the Parties. There will not be a binding decision on the Parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either Party.

6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/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 15 working days after the receipt of the decision in Step Three or Four.

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her 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. A teacher may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
   a. the adjustment is not inconsistent with the terms of this Agreement; and
   b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

2. 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 working days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.

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

4. If a dispute exists concerning the arbitrability of an issue referred 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 s/he has issued his/her findings on the question of arbitrability.

5. The arbitrator shall have no power to add to, to subtract from, to modify,
or to alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.

6. Neither the Board nor the Union will be permitted to assert before the arbitrator any grounds or evidence which has not previously been disclosed to the other Party except where a Party was unable to produce said grounds or evidence prior to Step Five. Such grounds and evidence shall be disclosed to the other Party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.

7. Any discussions or proposals which occurred either between the Parties or one or both of the Parties and the mediator at Step Four (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Five.

8. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Four or Step Five if appropriate. Any relief granted prior to Step Three 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.

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

10. The Informal Step and Steps One and 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 Step Three.

11. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article XIX, Section A (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 as contained in Article IV, Section A (Union Rights, Privileges and Obligations, Employer Information).

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

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

14. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by a teacher, teachers, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said teacher, teachers, or the Union of 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.

15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in a teacher's permanent personnel files.

16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superintendent or his/her designee.

17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance will be considered to be automatically advanced to the next step of the grievance and arbitration process as described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance will be denied (such denial will not establish past practice on the matter at hand).

18. The Union will be considered to be a party with standing in any grievance.
ARTICLE XXVII - PARTICIPATORY MANAGEMENT

A. Organizational Structures

1. School Site Management

a. Each school cost center shall determine the organization and structure of its decision making team, consistent with the requirements of Statute and the provisions of this Agreement. Schools which, as of the date of implementation of this Agreement, were organized and approved as Shared Decision Making/School Based Management sites will continue in that status unless modified under the provisions for annual review contained herein. Schools not approved for Shared Decision Making/School Based Management as of the implementation date of this Agreement will proceed as follows:

(1). The principal and Union chief building representative will provide an opportunity for staff, parents and students (high school level) to understand the provisions for governance in a Shared Decision Making/School Based Management school. Thereafter, the principal and Union chief building representative will cause an election to be held in which the school community members can choose to utilize a Shared Decision Making/School Based Management form of governance or an alternative form of governance to be determined. A two-thirds or more vote of the eligible voters (administrators, instructors, classified staff, elected parent leadership [i.e. PTO/PTA], and student leadership at the high school level) at the applicable centers is necessary for a school to begin developing a proposed Shared Decision Making/School Based Management plan of governance. Such a plan must also be approved by a two-thirds or more majority vote of the same constituents in order to be presented to the Restructuring Advisory Council (C this article) for approval.

(2). If the vote in (1) above fails to indicate a preference by a two-thirds vote or higher for Shared Decision Making/School Based Management, the principal and Union chief building representative will convene a committee representative of the constituency of that school to design an alternate structure for Site Based Governance. Such a plan for Site Based Governance will include but not be limited to (a) the scope of the governance and decision making of the alternate structure, (b) the process for staff, parents, students, and community to provide input to the work of the alternate structure, (c) the process for selecting the leadership of the alternate structure and the length of term for said leadership, (d) the components for goal setting, ongoing training and evaluation, (e) the procedures for amending the alternate governance plan, (f) provision for an annual review and self-evaluation of the effectiveness of the structure, and (g) provision that representatives of administration, certified and classified staff, parents, and students (high school) serving in such an alternate structure will be elected by peers by secret ballot.

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(3). The Alternate Governance Structure developed under (2) above shall be implemented only after a two thirds or higher majority vote of the constituency identified in (1) above.

b. Under the provisions of either Shared Decision Making/School Based Management or an Alternative Governance Structure, the following shall apply:

(1). Each site organizational plan shall include the: (a) scope of planning and decision making, (b) process for providing input to the SDMT/Alternate Governance Structure, (c) process for selecting chairperson(s) by the representative group, length of term, and the role of chairperson once the organizational plan has been accepted by the Restructuring Advisory Council (RAC), (d) components for goal setting, on-going training and evaluation, (e) procedures for amending the plan, (f) annual review and evaluation.

(2). All site meetings shall be announced 48 hours (two working days) in advance and shall be open to members of the school's/site's community. The minutes of all school/site council meetings shall be posted and distributed in a timely fashion. Emergency meetings, as verified by a majority vote of the membership of the team or governance structure, may be called without 48 hours notice, as needed.

(3). Consensus shall be the process for decision-making at the SDM sites, and may be used in the alternate governance structure. In the absence of such a provision for the use of consensus at non-SDM sites, Robert's Rules of Order shall prevail.

B. Scope of Responsibilities

1. Non-School/Site Responsibilities (not subject to participatory management at the sites).

   collective bargaining (e.g. teacher evaluation, teacher discipline, layoff and recall, compensation, involuntary transfers, grievance procedures, teacher insurance, etc.)
   Employee Assistance Program
   local, state, and federal law
   recruitment
   state testing
   scheduling the student day
   all other items not specifically listed in 2 or 3 below

2. Central Responsibilities (available for an advisory role through participatory management at the sites).

   Board policy
   capital improvement
   central budget
   central purchasing
   comprehensive district wide planning
   district wide curriculum (e.g. AIDS ed.)
   data processing
   ESE program definition

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facilities
food services
maintenance
personnel selection for district employment
assignment of site administrators
research and evaluation
district staff development
state adopted materials
transportation
utilities

3. School/Site Responsibilities (decision-making role available through participatory management at the sites).

curriculum/content
educational supplies and materials
ESE education implementation
extra curricular activities
instruction
site budget
staff development
site personnel selection (input on the assignment of district personnel to site, except where specified elsewhere in this agreement)
strategic planning

C. Restructuring Advisory Council (RAC)

1. The RAC will serve in the advisory role in the school district on policy matters that come before the Board and the SC/TA regarding Participatory Management.

2. The RAC will be comprised of the following: the chairpersons of each site team and appointed SAC and parent representatives (designated by the SC/TA president and the Superintendent of schools).

3. The Restructuring Advisory Council (RAC) shall review each school/site’s decision making process for the purpose of formative feedback and guidance. This process will include:

   a. an annual review of each school/site’s organizational plan,
   b. an annual survey of district staff and community involved in the process to determine the effectiveness of Participatory Management,
   c. visitation to Participatory Management meetings at the various schools/sites,
   d. annual survey of schools/sites to gather data for measuring the long term effects of Participatory Management in Sarasota County,
   e. forming a line of communication to each of the sites to offer assistance and support.

4. The RAC is charged with the responsibility of the county-wide implementation of the decision-making principles reflected in this section of the agreement. In doing so, the RAC shall:

   a. set and publish a schedule and location of its meetings,
   b. arrive at all decisions utilizing a consensus approach,
reach binding decisions only when a quorum is present (50% +
one individual will constitute a quorum),
d. disseminate minutes county-wide,
e. assist in forming and facilitating effective planning at the school
site level,
f. formulate a yearly improvement plan with clear duties, tangible
goals and assessment for the RAC,
g. publish agenda at least two working days prior to RAC meetings,
h. review Participatory Management plans for compliance with Board
Rules and State Statute,
i. enable the RAC to provide for the following tasks:

(1). communicate Participatory Management issues and con-
cerns to the district administration and the SC/TA,
(2). be a resource housing materials and literature on Participa-
tory Management,
(3). be a contact for Participatory Management consultants and
resource persons, inside and outside the district,
(4). produce a newsletter on Participatory Management for the
district,

j. resolve problems or concerns regarding Shared Decision Making.

D. SDM Support Systems

1. Responsibilities of the School Board

a. Provide technical assistance and support to site teams, by provid-
ing workshops, institutes, and other forms of education, training
and support to individual site teams. Each school team will be
offered training each year following the initial year of operation.
b. Implement appropriate activities that facilitate Participatory Man-
agement while maintaining consistency with this Agreement, School Board Rules, State and Federal law.
c. Provide site teams access to information necessary for good school
management in the areas of personnel, budget, management in-
f ormation systems, purchasing, and accounting,
d. Support the timely processing of requests for funding and other
resources which are germane to the operation of the schools.
e. Provide for training of the site teams in team building, consensus
decision making, school/site budgeting and personnel selection
 procedures. It is expected that this level of training constitutes the
minimum required for effective site-based decisions.
f. Provide for facilitating a working relationship between site teams,
the Superintendent, and central office staff, in order to advance
the work of Participatory Management and help teams focus on
issues that benefit students.
g. Expressly share designated decision making authority with the site
teams as outlined in Section B of this Article.

2. Responsibilities of the SC/TA

a. Provide technical assistance and support to Decision Making
Teams.
b. Encourage Participatory Management through its leadership, train-
ing activities, and publications.

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c. Provide for facilitating a positive working relationship between site teams, the Superintendent, and the central office staff, in order to advance the work of the teams and help them focus on issues that benefit students.

E. Waiver Process

1. Waivers must be educationally driven and have a discernible impact on the educational program/process at the work site. Waivers will not be granted on mandatory subjects of bargaining. Waivers will not be precedent setting on the Parties and may not be used by either Party as an example of establishing a past labor practice. In addition, waivers will be binding only at the work site for which they were approved. Waivers may be requested in the following manner:

2. Waivers of County School Board Rules must be approved by the School Board, waivers of State Statutes and Rules must be approved by both the School Board and the Commissioner of Education, and waivers of the contract must be approved by the SC/TA and the School Board.

3. Waivers must be submitted for review and routing to the Restructuring Advisory Council, the Division of Instructional Services, and in the case of contract waivers, to the staff of the SC/TA. (At this point it may be necessary for either of these groups to ask for clarification, or render some technical assistance to the requesting site team before the waiver is sent on for approval). Upon completion of the review process, the waiver request will be forwarded to the School Board and, as appropriate, the SC/TA for approval.

4. Waivers must be accepted by a three-fourths majority vote of the faculty, staff, elected parent leadership and student leadership where appropriate (high school). The vote shall be by secret ballot through a process approved by the SDMT, or in non-SDM schools the alternative governance structure. The vote must be certified by the principal and the SDMT Chairperson, or in non-SDM schools the principal and alternative governance structure chairperson.

5. Waivers must be submitted on the forms provided herein.

6. Waivers will be responded to, and routed to the approving agency within ten working days.

F. Reopeners

1. This article is subject to annual review.
ARTICLE XXVIII - DISCIPLINARY ACTIONS

A.  

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

2. Disciplinary action may not be taken against a teacher except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

3. 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.

B. Disciplinary action shall be governed by applicable statutes.

C. A teacher against whom disciplinary action is to be taken may appeal the proposed action through the grievance procedure.

D. A teacher 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.

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

F. The teacher and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this Article, through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the Parties.

G. 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.

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

1. The discipline, dismissal, demotion, and suspension of any teacher shall be for just cause.

2. Where just cause warrants such action(s), a teacher 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:

   a. Verbal reprimand (written notation placed in site file).
   b. Written reprimand filed in Personnel and site files.
   c. Suspension with or without pay.
   d. Dismissal
J. 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.

K. Letters of reprimand may be removed with Board approval from a teacher's official personnel file after a period of two years.
ARTICLE XXIX - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

A. The Board will provide terminal pay to a teacher at early or normal retirement or to his/her beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the teacher at retirement or death multiplied by those percentages as outlined in Florida Statutes, and up to 100% of the teacher's accumulated leave days (as specified elsewhere in this Agreement). The teacher must leave the employment of the school board directly into the Florida Retirement system in either early or normal retirement status.
ARTICLE XXX - LOCAL RELATIONSHIPS

A. 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.

B. Disputes between the Parties at the school level may be referred for resolution to the local level of the Union and of the Employer.

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ARTICLE XXXI - SALARIES

A. Salary Schedule

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

B. The 1995-96 salary re-opener agreement is as follows:

1. For the 1995-96 school year, all teachers will receive a one and one half per cent across the board increase on the Teachers Salary Schedule. This increase will be fully retroactive for the entire 1995-96 school year.

2. All teachers employed as of September 20, 1995, will also receive a one-time cash bonus equal to three per cent of their normal yearly salary (pro-rated for less than full-time employment) for the 1995-96 school year. This payment will be made in December of 1995.

3. There will be salary reopener negotiations for the across the board increase for the 1996-97 school year. These negotiations will commence on or before May 1, 1996.

C. Longevity Schedules

The longevity schedules contained herein will appear as steps on the 1995-96 and 1996-97 salary schedules. This will enable those payments to count toward retirement credit with the Florida Retirement System.

D. Method of Payment

1. Number of Payments

Each teacher will be paid in 24 installments.

2. Pay Days

Beginning with the last work day of August, pay days shall be the 15th and last working day of each month.

3. 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.

4. Final Pay

Each teacher will receive his/her 20th, 21st, and 22nd installments on the last working day of the school year. The 23rd and 24th installments shall be mailed to his/her summer address no later than July 1.

5. 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 Instructional Contract, 1995 revision
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 section 6 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.

6. Payroll Errors

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

E. Supplements

1. All supplements will be paid in accordance with the Supplement Salary Schedule (Appendix A) of this Agreement.

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

3. For the 1995-96 school year only, elementary or middle school lead teachers will receive a supplement of $5,000. Thereafter, the appropriate lead teacher supplement will be determined as specified above.
ARTICLE XXXII - EMPLOYEE ASSISTANCE PROGRAM

A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the teacher. The provisions of this program will also apply to all School Board retirees.

B. 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 XXXIII - EFFECT OF AGREEMENT

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

B. An individual contract which is executed during the term of this Agreement between the Board and a teacher shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and a teacher 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.

C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor Agreement is ratified by the Parties.

D. The Parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the Parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the Parties. Such Memoranda of Understanding for these purposes will not require ratification by the Parties unless those terms are incorporated into a subsequent Agreement.
ARTICLE XXXIV - BENEFITS

A. Health Insurance

1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each teacher at no cost with the following minimum specifications:
   a. Lifetime Maximum of $1,000,000
   b. Deductible - Individual $250
   c. In-Network Coinsurance at no less than 85%
   d. In-Network coinsurance will apply to all expenses incurred (not just those determined to be usual and customary).
   e. Out-of-Pocket Maximum - $900 per individual plus deductible

2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to teachers who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited.

3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO plan and the HMO plan at the teacher's expense.

4. Teachers may waive their right to health insurance by signing a School Board affidavit of insurance coverage form. Teachers who waive their right to health insurance will have an amount equal to that contributed to the HMO by the School Board to the 401(k) program as agreed to in the cafeteria plan.

B. Worker's Compensation - The School Board will provide Worker's Compensation insurance for all teachers as outlined in State Statutes.

C. Cafeteria Plan - The School Board will provide to each teacher at no cost the following benefits:

1. Life Insurance - $50,000 for each teacher
2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of $4,000 per month
3. Dental Plan - Panel plan for teacher
4. Vision Plan - for teacher

D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each teacher may pay for if they choose any individual option:

1. Dental Plan - Panel plan for dependents, and indemnity plan for teacher and dependents.
2. Vision Plan - dependents
3. 401 (k) Plan

Instructional Contract, 1995 revision
4. Medical Reimbursement Account - teacher and family

E. Reopeners

Either Party may reopen negotiations if costs exceed present School Board contributions for supplemental core benefits (Section C, above).

F. Retirement

The Employer shall provide a teacher retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.

G. Sick Leave

Sick leave shall be cumulative and subject to Florida Statutes. A teacher shall upon retirement be reimbursed for any unused sick leave as outlined in Article XXIX.

H. Medicare/Medicaid Supplements

The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree's part. Retirees will pay all premium costs of the plan directly to the insurer.
ARTICLE XXXV - KIDS UNDER THE WEATHER

A. The School Board shall provide the services of the "Kids Under The Weather" program currently in existence at Sarasota Memorial Hospital or another hospital-run program mutually agreeable to the Parties.

B. This service to teachers is only in effect during workdays of the teacher. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the teacher is in a work status during these periods.

C. The Board shall only provide this service for the period from one and one-half hours before to one and one-half hours after the teacher's duty day. If, at any time during the lifetime of this contract, the Venice Hospital becomes a part of this benefit, the time provision will immediately revert back to one hour before and one hour after the teacher's duty day. Under no circumstances shall any child be picked up later than five o'clock PM.

D. Teachers shall only utilize this service on days in which they report to duty.

E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for the following semester (1/2 year).
ARTICLE XXXVI - EARLY RETIREMENT PLAN

A. The School Board will offer an individual retirement planning and counseling service for those instructional employees who are qualified. Qualified teachers will have 29 years of FRS service regardless of age or be age 55 and have ten years of service. No teacher will be eligible to participate in this plan unless s/he is at the top of his/her respective salary schedule.

B. The individual retirement planning and counseling service will provide a detailed study of projected retirement income from various sources.

C. If the teacher decides to retire after the detailed study is complete, the Board will pay for the life insurance necessary for a teacher to retire under Option One of the Florida Retirement System and provide an Option Three level benefit (including a 3% COLA) to his/her surviving designated beneficiary for his/her remaining natural life, or if a teacher declines this benefit, s/he would receive an annuitization of its actuarial cost to be paid out over 60 months or more at the option of the Employer.

D. In order to provide these benefits the actuarial assumptions will be based upon:
   1. Commissioner's standard mortality table of 1980
   2. U.S. treasury rates as of the date of the individual study
   3. Premium rates from A.M. Best A+ rated companies
   4. Florida Retirement System tables of values

E. This early retirement plan will be offered only until August 15, 1993. All eligible teachers must have submitted their retirement letters by that date. The effective day of retirement must be either 1.) no later than August 15, 1993; or 2.) on the last date of the first semester of the 1993-94 school year (currently scheduled to be January 14, 1994), at the employee's election. No teacher will be eligible to sign up for the program and receive benefits after August 15, 1993. Teachers who need one year to qualify for 30 years of service or be at the age of 62 must sign up for the plan before August 15, 1993 but may set a retirement date no later than June 30, 1994.

F. The Board agrees to pay all applicable life insurance premiums for the 1993 Early Retirement Incentive Plan for the life of each of the participants.
ARTICLE XXXVII - TOBACCO POLICY

A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased to, the School Board.

B. Each cost center head shall establish an area on the cost center’s campus to be the designated area of the use of tobacco products. This designated area may not be contained within any building owned by, or leased to, the School Board and may not be located in any area which is normally in view of students or the public.

C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco-free in accordance with those procedures outlined in Article XXVII, Section E of this Agreement.
ARTICLE XXXVIII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1997. This Agreement may be extended only in writing.

B. This Agreement may not be assigned by either Party.

C. This Agreement is subject to salary and benefit reopeners for the 1996-97 school year.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS SEVENTH (7th) DAY OF JUNE 1994 BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

Velton Hodges
President, Sarasota Classified/Teachers Association, Inc.

Lydia McIntire
Chairperson of the School Board of Sarasota County, Florida

Barry J. Dubin
Executive Director, Sarasota Classified/Teachers Association, Inc.

Gene Witt
Superintendent of Schools

Instructional Contract, 1995 revision
## APPENDIX A - SALARY SCHEDULES

### 1995-96 Teacher's Salary Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>BA + 30</th>
<th>MA</th>
<th>MA + 45</th>
<th>PhD</th>
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</thead>
<tbody>
<tr>
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<td>23,915</td>
<td>26,064</td>
<td>27,228</td>
<td>29,092</td>
<td>30,334</td>
</tr>
<tr>
<td>2</td>
<td>24,632</td>
<td>27,107</td>
<td>29,046</td>
<td>30,401</td>
<td>31,669</td>
</tr>
<tr>
<td>3</td>
<td>25,350</td>
<td>28,149</td>
<td>30,455</td>
<td>31,710</td>
<td>33,064</td>
</tr>
<tr>
<td>4</td>
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<td>33,717</td>
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<td>6</td>
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<td>31,277</td>
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<td>38,824</td>
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<td>7</td>
<td>28,220</td>
<td>32,319</td>
<td>37,165</td>
<td>39,094</td>
<td>39,889</td>
</tr>
<tr>
<td>8</td>
<td>28,937</td>
<td>33,362</td>
<td>38,924</td>
<td>41,053</td>
<td>41,254</td>
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<tr>
<td>9</td>
<td>29,655</td>
<td>34,404</td>
<td>40,683</td>
<td>42,874</td>
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<tr>
<td>10</td>
<td>30,372</td>
<td>35,447</td>
<td>42,443</td>
<td>44,873</td>
<td>43,984</td>
</tr>
<tr>
<td>11</td>
<td>31,090</td>
<td>36,490</td>
<td>44,203</td>
<td>46,873</td>
<td>46,219</td>
</tr>
<tr>
<td>12</td>
<td>31,807</td>
<td>37,532</td>
<td>45,963</td>
<td>48,673</td>
<td>48,614</td>
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<tr>
<td>13</td>
<td>32,524</td>
<td>38,575</td>
<td>47,723</td>
<td>50,473</td>
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<tr>
<td>14</td>
<td>33,242</td>
<td>39,617</td>
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<td>52,148</td>
</tr>
<tr>
<td>15</td>
<td>33,959</td>
<td>40,660</td>
<td>51,243</td>
<td>54,073</td>
<td>54,079</td>
</tr>
</tbody>
</table>

### Teacher's Longevity Schedule

<table>
<thead>
<tr>
<th>1995-96</th>
<th>1996-97 (and thereafter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>%age of Base</td>
<td>%age of Base</td>
</tr>
<tr>
<td>16 to 18 years</td>
<td>1.5%</td>
</tr>
<tr>
<td>19 to 21 years</td>
<td>3%</td>
</tr>
<tr>
<td>22 to 24 years</td>
<td>4.5%</td>
</tr>
<tr>
<td>25 to 27 years</td>
<td>6%</td>
</tr>
<tr>
<td>28+ years</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

* Longevity is computed by multiplying that percentage shown above by the Step 1 amount in any given salary lane

* Longevity payments are added to the regular salary amount and are based upon years of continuous service in the Sarasota County School District.

* Longevity payments will apply towards retirement credit.

### IMPLEMENTATION:

1. Credit for experience will be granted as follows:

   a. One step will be granted, up to a maximum of three steps for each two full years of teaching experience in any public school.

   b. If a teacher employed by the Board resigns his/her position and subsequently is re-employed by the Board, s/he will be given salary credit for his/her prior service up to a maximum of Step 6 on his/her respective salary lane. Each rehired teacher will receive one year's credit for each year of prior teaching experience with the Sarasota County School Board, provided that the requirements under paragraph 1(c) are met. In no event will a returning teacher be placed on a higher step than that on which s/he was last placed. Prior service time will apply to the determining of the appropriate longevity bonus.

   c. Full-time service for one day more than one-half of the contractual period may be counted as a year of service. Part years may not be combined to achieve a full year. Any teacher who works one-half time or more and who works for more than one day more than half a year will receive salary credit for the respective year of service. Time spent as a
graduate assistant or intern may not be considered for salary purposes.

d. For industrial technical positions where an academic degree is not a prerequisite and where occupational experience and proficiency are required for certification, candidates for employment as members of the instructional staff in Sarasota County shall be granted teaching credit for appropriate occupational experience over and above that which is required for certification, year for year, up to a maximum of five years for initial placement on this schedule.

2. Credit also will be granted for:

a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree.

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

3. Credit for teaching experience will be granted for military service during a national emergency (e.g. 9/16/40 to 12/30/46; 12/16/50 to 7/27/53; 8/5/64 to 5/25/75) providing that military service was an interruption of teaching duties. Teaching experience in military service will be considered in the same way as other teaching experience outside Sarasota County.

4. The increase for a teacher may be withheld above step six by official action of the School Board of Sarasota County in a regular meeting or a special meeting, based upon the recommendation of the Superintendent that the teacher's service has been less than satisfactory for the previous year. Such a recommendation shall be based upon the criteria and procedures defined in the official Board rules on the evaluation of instruction.

5. The following job classifications or job titles will receive a supplement of 14.3% above the appropriate teacher's daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The duration of work year figures shown below represents the normal work year for each position (except those employees covered by a prior contractual obligation).

   School Psychologist (11 month position)
   School Social Worker (11 month position)
   Program Specialist (11 month position)
   Coordinator (11 month position)

The following job classifications or job titles will receive a supplement of 7.1% above the appropriate teacher's daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The duration of work year figures shown below represents the normal work year for each position.

   Teacher Trainer (11 month position)
   Elementary or Middle School Lead Teacher (10 month position)
   Consultant (10 month position)

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

To determine a teacher or former specialist’s salary level for receiving one of the aforementioned responsibility supplements, each teacher or specialist’s former daily rate of pay will be computed. His/her daily rate of pay will then be converted to a new step on the Teacher’s Salary Schedule by using a Conversion Scale. This Conversion Scale will consist of the regular Teacher’s Salary Schedule with the appropriate 14.3% or 7.1% supplements added to each lane and step. Each teacher or specialist’s former daily rate of pay will be placed on the next highest rate of pay in the appropriate salary lane on the Conversion Scale. The teacher will then be moved one additional step above that rate of pay on the Conversion Scale. That will become the teacher’s new salary step on the regular Teacher’s Salary Schedule. To compute his/her new salary, add the appropriate 14.3% or 7.1% supplement to the teacher’s newly determined step on the Teacher’s Salary Schedule. Any teacher who fails to receive that supplement in a future year, will be replaced on the Teacher’s Salary Schedule in such a fashion as if s/he had remained in continuous employment in his/her former position. No existing teacher or specialist’s base salary will be decreased due to the implementation of these procedures.

SUPPLEMENT SALARY SCHEDULE 1993/94

Implementation: All elementary level supplements will be fully implemented effective July 1, 1993. All secondary level supplement changes will be implemented effective July 1, 1994.

All supplement index changes are based on the instructional bargaining unit contract dated July 1, 1988 - June 30, 1991.

A. Formula

1. Athletic/VPA Supplement Index Formula

The supplement formula developed by this committee was designed to utilize objective elements associated with all athletic and VPA supplements. The elements are:

a. The number of weeks the supplement activity lasts.

b. The percentage of students served in the supplement activity. This county-wide percentage (not per school) has a maximum of five per cent and a minimum of one and one-half per cent. This percentage will be reviewed and adjusted annually by the supplement committee.

c. The number of games, matches or performances during the supple-
ment activity.

These elements are then factored in this formula as described below.

2. Head Coach/Director Formula

\[
[0.0015] \times (\# \text{ wks}) \times (\% \text{ of students}) + (\# \text{ g/m} \times [0.0028]) = \text{Index}
\]

The factoring numbers in brackets \([0.0015] [0.0028]\) are the varying factors that change to 0.001 and 0.0025 to determine the assistant supplement index.

All supplements that have girls and boys divisions have been factored at the higher student percentage of the two divisions. All girls and boys sports supplements are equal in their respective sports.

The use of these common elements to determine the index for supplements has been found to be fair and unbiased, and meets the approval of the supplement committee.

B. Head Coaches and VPA Directors Supplement Index

1. Athletic Supplements

<table>
<thead>
<tr>
<th>Supplement</th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Dir</td>
<td>0.147</td>
</tr>
<tr>
<td>Trainer</td>
<td>0.131*</td>
</tr>
<tr>
<td>Football</td>
<td>0.133</td>
</tr>
<tr>
<td>Basketball</td>
<td>0.114</td>
</tr>
<tr>
<td>Base/Softball</td>
<td>0.108</td>
</tr>
<tr>
<td>Track</td>
<td>0.090</td>
</tr>
<tr>
<td>Tennis</td>
<td>0.078</td>
</tr>
<tr>
<td>Golf</td>
<td>0.078</td>
</tr>
<tr>
<td>Swimming</td>
<td>0.069*</td>
</tr>
<tr>
<td>Wrestling</td>
<td>0.073*</td>
</tr>
<tr>
<td>Weightlifting</td>
<td>0.057*</td>
</tr>
<tr>
<td>Cross Country</td>
<td>0.066*</td>
</tr>
<tr>
<td>Volleyball</td>
<td>0.080</td>
</tr>
<tr>
<td>Soccer</td>
<td>0.084*</td>
</tr>
<tr>
<td>Cheerleading - Fall</td>
<td>0.059</td>
</tr>
<tr>
<td>Cheerleading - Winter/ Spring</td>
<td>0.101</td>
</tr>
</tbody>
</table>

2. VPA Supplements

<table>
<thead>
<tr>
<th>Supplement</th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical D&amp;TD</td>
<td>0.086</td>
</tr>
<tr>
<td>Play D&amp;TD</td>
<td>0.071</td>
</tr>
<tr>
<td>Dance D&amp;TD</td>
<td>0.074</td>
</tr>
</tbody>
</table>

* This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

C. Assistant Coaches / VPA Production Assistants Supplement Index

1. Assistant Coaches (Athletics)

<table>
<thead>
<tr>
<th>Supplement</th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Dir</td>
<td>0.104</td>
</tr>
</tbody>
</table>

*Instructional Contract, 1995 revision*
Football ................................................................. 0.095
Basketball .............................................................. 0.090
Base/Softball .......................................................... 0.085
Track ................................................................. 0.067*
Swimming ............................................................. 0.055*
Wrestling .............................................................. 0.058*
Weightlifting ........................................................ 0.044*
Volleyball ............................................................ 0.066
Soccer ................................................................. 0.068*
Cheerleading - Fall Season .................................... 0.046
Cheerleading - Winter/ Spring Season .................... 0.079

2. VPA Musical Assistants

Vocal Director ..................................................... 0.060
Musical Director .................................................... 0.060
Accompanist ........................................................ 0.060
Costumer ............................................................. 0.060
Choreographer .................................................... 0.060

3. VPA Play Assistants

Costumer ............................................................. 0.050

4. VPA Dance Assistants

Assistant Choreographer ........................................ 0.052
Costumer ............................................................. 0.052

* This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

D. Full Year Supplements

1. All full year supplements will be factored on a .08 index, using the following objective elements:

a. Percentage of students involved in a supplement activity.
b. The weekly hours required to fulfill a supplement.
c. The number of publications, performances, events, etc.

This figure is based on past supplement compensation, and increases some full year supplements by one per cent. All partial year supplements will be factored on a .04 index.

2. Dramatics is the only partial year supplement that has assistants. Dramatics also has two degrees of difficulty in the types of productions produced, the musical and the play. The index factors are as follows:

Musical .............................................................. 0.050
Play ................................................................. 0.040
Musical Assistant ................................................ 0.040
Play Assistant .................................................... 0.030

3. High School Full Year Supplements

Instructional Contract, 1995 revision
<table>
<thead>
<tr>
<th>Activityholders</th>
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</thead>
<tbody>
<tr>
<td>Dramatics</td>
<td></td>
</tr>
<tr>
<td>Musical</td>
<td>0.050</td>
</tr>
<tr>
<td>Play</td>
<td>0.040</td>
</tr>
<tr>
<td>Forensics</td>
<td></td>
</tr>
<tr>
<td>Newspaper</td>
<td>0.080</td>
</tr>
<tr>
<td>Annual</td>
<td>0.080</td>
</tr>
<tr>
<td>Band Concert &amp; Marching</td>
<td>0.080*</td>
</tr>
<tr>
<td>Chorus</td>
<td>0.080</td>
</tr>
<tr>
<td>Stage Band</td>
<td>0.040</td>
</tr>
<tr>
<td>Orchestra</td>
<td>0.040</td>
</tr>
<tr>
<td>Academic Olympics</td>
<td>0.080</td>
</tr>
<tr>
<td>Special Olympics</td>
<td>0.040</td>
</tr>
<tr>
<td>Equipment Manager</td>
<td>0.080</td>
</tr>
<tr>
<td>Band Aux. (Pom Pom/Flags)</td>
<td>0.080</td>
</tr>
<tr>
<td>Business Manager (Athletics)</td>
<td>0.080</td>
</tr>
<tr>
<td>Other</td>
<td>0.080</td>
</tr>
</tbody>
</table>

* This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

4. Department Chair Index is based on the existing formula with step increments added (.006 per teacher in his/her department, grade level, or team including him/herself).

E. Pre-Season Coaching Supplements

Head coaches and assistant coaches will be compensated on a daily basis for coaching days prior to the beginning of the regular school year. Head coaches will be paid $59.00 per day and assistant coaches will be paid $48.00 for each day of practice prior to the first regularly scheduled teacher duty day.

F. Middle School Head Coaches

| Athletic Director                              | 0.096 |
| Golf                                            | 0.053 |
| Tennis                                          | 0.058 |
| Basketball                                      | 0.068*|
| Track                                           | 0.066*|
| Intramurals                                     | 0.060 |

G. Middle School Assistant Coaches

| Basketball                                      | 0.051*|
| Track                                           | 0.050*|

H. Full Year Supplements

| Annual                                          | 0.080 |
| Newspaper                                       | 0.080 |

* This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

Instructional Contract, 1995 revision
I. Elementary School Full Year Supplements

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Safety Patrol</td>
<td>0.080</td>
</tr>
<tr>
<td>Three additional flexible Supplements per school determined by SDM</td>
<td>0.080</td>
</tr>
</tbody>
</table>

The team leader's index is based on the existing formula (.006 per teacher in his/her department, grade level, or team including him/herself) with step increments added.

A. General Guidelines:

1. To be eligible for a supplement, faculty members, except for department chairpersons, must be scheduled for a regular class load. To find the amount of supplement, multiply the index of the supplement by the Bachelors column salary according to the number of years experience in a particular position or activity. Verification of experience will be required for anyone initially appointed after July 1, 1977. In coaching, an assistant coach moving to a head coaching position in another sport will start on Step One. A head coach who moves to an assistant coaching position in another sport will begin on Step One. An assistant coach moving to a head coaching position in the same sport will advance one step and will receive the head coaching index times the base of that step in the Bachelors column. For purposes of determining salary step, the athletic director's position shall be considered in the same manner as the head coach. S/he will receive an increment one step above that which s/he received as a coach. Coaches will receive pay for all sports coached, but will receive only one head coaching salary.

2. Post Season Contest Supplements: Any post season contests in which schools are eligible to participate at the district level shall be counted as part of the season's schedule when determining the amount of supplement. If a season is extended beyond district competition, each coach will be paid ten percent of his/her regular supplement for each week the team advances beyond the district competition.

3. Department Chairpersons in secondary schools, grade level chairpersons and team leaders in elementary schools and middle schools (in teams of three or more teacher units) shall be paid .006 of the Bachelors schedule for each teacher unit in his/her department, grade level, or team. The chairperson will count himself/herself as a teacher unit and anyone else who does most of his/her teaching in the department, grade level, or team. Team leaders must be designated as such by the principal. Principals of elementary schools and middle schools may designate a teacher to be chairperson of a primary division or other grade level division in lieu of a chairperson for each grade level. The number of teacher units in a department, grade level, or team will be determined as of September 15 and will remain the same throughout the year even though the number of teacher units may change. Department Heads for School Psychologists and Social Workers will be paid in accordance with the above guidelines except the index shall be multiplied times Step One of the Specialist II salary schedule.

4. Curriculum Coordinator, Middle School, will be paid a supplement of $523.00 per year.
5. Newspaper Sponsor, Elementary School, will be paid a supplement of $522.00 per year.

6. Planetarium Director will be paid a supplement of $4,433.00 per year.

7. Any exception to the supplement salary schedule, the allocation of coaching units, or implementation of such exceptions must be approved by the appropriate director.

8. Supplements will be rounded to the nearest dollar. All salaries paid by the Board are in full compensation for all duties assigned to teachers by the Superintendent unless additional compensation is expressly provided by the Board.
APPENDIX B - RULES FOR SABBATICAL LEAVE

1. Any teacher who has satisfactorily completed six years of full time 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 a teacher to engage in study, travel study, and/or research.

3. A teacher who requests a sabbatical leave for study will be required to enroll as a full time student (full time 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 February 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 members appointed by the Superintendent and three members 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/her 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 consideration for another sabbatical until s/he has completed an additional six full years of service in the school district.

6. If more than the designated percentage apply (Article XXIV-D), 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/her 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 30 calendar days after 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/her intention to either accept or decline such leave. Such notification shall be given not later than 15 days after the applicant has been notified of approval of his/her request for leave.

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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 year leave. If s/he accepts another position or retires from teaching before this period has elapsed, s/he shall repay the Sarasota County School District, on a proportionate basis, the salary paid him/her 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 his/her 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. Full-time 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/her 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 s/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

A. Membership

A teacher, having been employed by the Board for at least one year and having at least ten 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, of any given school year. Each teacher may not contribute more than one sick leave day, except as hereafter provided. Sick leave days donated to the bank by teachers will not be returned to teachers except as hereafter provided.

B. Duration and Replenishment

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

(a). During the two month period following the date when the bank reaches the 30% point, each member will have one day deducted from his/her personal sick leave account and deposited to the bank.

(b). A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.

(c). A member who chooses to continue participating in the bank will contribute one day of accrued sick leave to the bank.

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

C. Administration

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

2. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection D 2.

3. The committee will be composed of two voting representatives appointed by the Superintendent, two voting representatives appointed by the Union, and one ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

D. Benefits

1. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits), the member shall receive paid leave from the bank in the following manner:

Instructional Contract, 1995 revision

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(a). All accumulated sick leave of the member must first be expended.
(b). Before the first benefits for a member can be drawn from the
bank, the member must undergo an unpaid leave of 20 continuous
work days. However, the member may choose to use accrued
vacation days as part of the 20 day period.
(c). Each time a member wishes to draw benefits from the bank, an
application must be made to the bank, submitting medical certifi-
cation and justification for the protracted leave.
(d). A maximum of 90 paid work days may be received from the bank
by a member.

2. Each application for sick leave bank benefits will be reviewed by the
overview committee, which may challenge an application in the follow-
ing manner:

(a). Two or more voting representatives may challenge the medical
certification of the applicant.
(b). Upon challenge, the committee chairman will randomly choose a
doctor from a standing panel appointed by the Board.
(c). The panel doctor will examine the challenged applicant and re-
view pertinent files and records.
(d). If the panel doctor concurs with the medical certification of the
applicant, the certification will stand and the applicant will re-
ceive the sick leave bank benefits.
(e). If the panel doctor disagrees with the medical certification of the
applicant, the two doctors will choose a third doctor of their choice.
(f). The third doctor will examine the challenged applicant and re-
view pertinent files and records.
(g). If the third doctor concurs with the medical certification of the
applicant, the certification will stand and the applicant will re-
ceive the sick leave bank benefits.
(h). If the third doctor disagrees with the medical certification of the
applicant, the application will be denied and the applicant will
not receive the sick leave bank benefits.
(i). Other than as set forth in this subsection (2.d), no challenges or
grievances may be raised concerning the original medical certifi-
cation and the decisions/opinions of the panel doctor and third
doctor.
(j). The cost of the medical certification will be borne by the mem-
ber. The cost of the panel doctor and the third doctor will be
borne by the Board. If at any time the costs of the panel and third
doctors are becoming, in the opinion of the Board, too burden-
some, the parties shall reopen the Agreement to negotiate this
Section.
### APPENDIX P - PERFORMANCE EVALUATION FORMS

#### FLORIDA DEPARTMENT OF EDUCATION

**Division of Human Resource Development**

**Florida Performance Measurement System**

**Screening/Summative Observation Instrument**

<table>
<thead>
<tr>
<th>DOMAIN</th>
<th>TOT. FREQ</th>
<th>FREQUENCY</th>
<th>TOT. FREQ</th>
</tr>
</thead>
</table>

1. Begins instructional session promptly  
2. Handles materials in an orderly manner  
3. Observes students in class/work/academic focus  
4. Conducts beginning/ending review  
5. Questions: academic/comprehension,  
   a. single factual (Domain 5.0)  
   b. requires analysis/reasoning  
6. Recognizes response/appropriate gives correct feedback  
7. Gives specific academic praise  
8. Provides for practice  
9. Gives clear directions/answers comprehensives of homework  
10. Connects and assesses students  
11. Discusses cause-effect/cause linking words/apples law or principle  
12. States and applies academic rule  
13. Develops criteria and evidence for value judgment  
14. Emphasizes important points  
15. Expresses enthusiasm verbally/verbally students  
16. Uses varied/structured/monotone  
17. Shows body behavior that shows awareness—gestures, presents  
18. Seeks and reinforces  
19. Maintains instructional momentum  

| Observer's Notes: |

---

**Note:** Directions for completing the information required on this instrument are in the PPMS Coding Manual.
<table>
<thead>
<tr>
<th>Name:</th>
<th>School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade/Subject:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

This form should be completed by the Teacher prior to the interview with the Administrator. The Lesson Plan does not have to be for a lesson that is to be observed.

1. State the Sarasota County or state Performance Standard(s) that will be taught in this lesson.

2. Briefly describe the unit this lesson supports.

3. Which unit objective(s) are taught during this lesson?

4. What prerequisite learning is required of students prior to this lesson?

5. How have you determined that students are ready for this objective(s)?
School Board of Sarasota County
Teacher Performance Appraisal System

Level I: Lesson Plan

<table>
<thead>
<tr>
<th>Name:</th>
<th>School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade/Subject:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

This form should be completed by the Teacher prior to the interview with the Administrator. The Lesson Plan does not have to be for a lesson that is to be observed.

1. State the Sarasota County or state Performance Standard(s) that will be taught in this lesson.

2. Briefly describe the unit this lesson supports.

3. Which unit objective(s) are taught during this lesson?

4. What prerequisite learning is required of students prior to this lesson?

5. How have you determined that students are ready for this objective(s)?
### Level I: Analysis of Lesson Plans

**Name:**

**School:**

**Grade/Subject:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check Yes or No as it applies. Indicators with an asterisk are required.</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>* Provides information and materials which are accurate and current.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Identifies local and state standards for grade/subject area of present teaching responsibility.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Develops daily and unit objectives to meet curriculum goals.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Sequences objectives based on learning prerequisites in the subject area.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Matches objectives to local and state standards.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans to vary instructional delivery methods to provide an array of opportunities for individuals students to master the objectives.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans instructional delivery methods and practice (including homework) which match the cognitive level for student mastery.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Selects/develops and previews appropriate materials and media to supplement the instructional activities.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans to begin the lesson with an appropriate review and/or practice.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans to provide for practice.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans to check for student comprehension.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Uses commercial and/or teacher-made test data to assess the entry level knowledge of students.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Uses teacher observation and analysis of student performance to revise/modify instructions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Uses results of lesson and unit assessment in planning.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans appropriate modifications in lesson plans for exceptional students.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans appropriate modifications in assignments for exceptional students.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Plans appropriate methods to assess achievement of exceptional students.</td>
<td></td>
</tr>
</tbody>
</table>

**Appraiser’s Signature**

**Date**

**Teacher’s Signature**

**Date**

---

*Teacher’s signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.*

---

**Instructional Contract, 1995 revision**

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**TPAS**

School Board of Sarasota County

Teacher Performance Appraisal System

104-92-PER-HHR

Eff 8/20/92
# Level I: Post Observation Conference Record

<table>
<thead>
<tr>
<th>Name:</th>
<th>Grade/Subject:</th>
</tr>
</thead>
<tbody>
<tr>
<td>School:</td>
<td>Observer:</td>
</tr>
<tr>
<td>Date of Observation:</td>
<td>Date of Pre Conference:</td>
</tr>
</tbody>
</table>

**Information discussed:**

**Recommendations and Agreements:**

**Comments by the Appraiser:**

**Comments by the Teacher: (optional)**

<table>
<thead>
<tr>
<th>Appraiser's Signature</th>
<th>Date</th>
<th>Teacher's Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

*School Board of Sarasota County*

*Teacher Performance Appraisal System*

*Instructional Contract, 1995 revision*
### TPAS

**School Board of Sarasota County**  
**Teacher Performance Appraisal System**

**Level I: Portfolio Checklist and Review Form**

<table>
<thead>
<tr>
<th><strong>Teacher Checkoff</strong></th>
<th><strong>Required Products (Examples)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List of appropriate classroom rules</td>
</tr>
<tr>
<td></td>
<td>Explanation of grading procedures</td>
</tr>
<tr>
<td></td>
<td>Documentation of participation on school or district committees.</td>
</tr>
<tr>
<td></td>
<td>Inservice record and/or college transcript</td>
</tr>
<tr>
<td></td>
<td>Documentation of teacher participation in learned societies, professional organizations, and/or local, state, national committees.</td>
</tr>
<tr>
<td></td>
<td>Summary of consultation with appropriate staff members regarding special needs of individual students.</td>
</tr>
<tr>
<td></td>
<td>Summary of parent/guardian or adult student contact when problems were identified in the classroom.</td>
</tr>
<tr>
<td></td>
<td>Examples of up-to-date records of parent/guardian or adult student contacts.</td>
</tr>
<tr>
<td></td>
<td>Record of participation on school committees or student enrichment activities</td>
</tr>
<tr>
<td></td>
<td>Examples of conventions of edited standard English in written work, particularly that which appears before students, parents and the community</td>
</tr>
<tr>
<td></td>
<td>Confirmation of conference or letter about student promotion</td>
</tr>
<tr>
<td></td>
<td>Letter(s) to parent or guardian explaining student progress</td>
</tr>
<tr>
<td></td>
<td>Communication to student(s)/parent(s) on course requirements</td>
</tr>
<tr>
<td></td>
<td>A classroom test or other assessment instrument used to evaluate student progress</td>
</tr>
<tr>
<td></td>
<td>A lesson plan</td>
</tr>
</tbody>
</table>

**Teacher’s Signature**  
**Date**  
**Appraiser’s Signature**  
**Date**

**Instructional Contract, 1995 revision**
## Level I: Summary Observation Form

<table>
<thead>
<tr>
<th>#</th>
<th>Statement</th>
<th>Applicable</th>
<th>But Not</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The handouts were legible.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The written information on the overhead or chalkboard is legible.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Students responded to teacher questions more often with correct responses than no response or incorrect responses.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The teacher provided for guided practice before assigning independent practice.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The lesson was balanced between teacher “talk” and student interactive activities.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Activities were provided which develop critical thinking skills.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The materials/resources matched the objective of the lesson.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The materials/resources matched the level of the students.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The teacher used multi-sensory materials.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The teacher integrated technology into the lesson where appropriate.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The teacher provided enrichment activities.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>The teacher provided remedial activities.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The teacher has established a climate of respect and courtesy.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>The teacher communicated high expectations for all students.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Appraiser’s Signature**

**Date**

**Teacher’s Signature**

**Date**
### School Board of Sarasota County
#### Teacher Performance Appraisal System

**Annual Appraisal Form • Level I**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
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<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SIS:</th>
<th>School Year:</th>
<th>School:</th>
<th>Principal:</th>
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<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th>Pre-Conference Date(s):</th>
<th>Formal Observation Dates:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Annual Appraisal Ratings by Area</th>
<th>Performance Dimension Areas</th>
<th>Competencies</th>
<th>Demosrtation Record</th>
<th>Sign-Off Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### Competencies

- Establishes, explains, and exhibits classroom rules and procedures.
- Uses class time efficiently.
- Demonstrates command of subject matter adequate for the present assignment.
- Constructs and sequences related short-ranged objectives in subject area(s) assigned.
- Selects, develops and sequences related learning activities appropriate for the instructional objectives and student learning needs.
- Assesses the entry level knowledge of students and progression of student performance.
- Identifies and plans for the instructional needs of exceptional students.
- Presents subject matter accurately.
- Communicates effectively.
- Stimulates and directs student thinking and checks comprehension through the use of questioning techniques.
- Uses effective learning development and presentation to meet instructional objectives and student needs.
- Uses a variety of teaching techniques to meet instructional objectives and student needs.
- Uses praise and frequent reinforcement to encourage students to complete tasks.
- Establishes rapport with students in the classroom by using verbal and/or visual motivational techniques.
- Uses appropriate assessment techniques to meet curricular requirements and the individual needs of students.
- Sets performance standards for students.
- Evaluates student progress and provides appropriate feedback to students and parents.
- Participates in professional development activities.
- Identifies appropriate intervention and referral strategies for students.
- Handles contacts with students, parents, and community in a professional manner.
- Relates to colleagues, school and district personnel in a professional manner.
- Upholds school rules, administrative regulations, and School Board policies.
- Works to achieve school goals.
- Demonstrates proficiency in the use of standard English.

<table>
<thead>
<tr>
<th>Overall Rating:</th>
<th>Outstanding</th>
<th>Competent</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Appraiser’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Teacher’s Signature</th>
<th>Date</th>
</tr>
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<tbody>
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</tbody>
</table>

---

*Attach comments and any Performance Improvement Plans if applicable.*

*Version: 15.862*

---

*Instructional Contract, 1995 revision*
### Teacher Performance Appraisal System, School Board of Sarasota County

#### Performance Improvement Plan

<table>
<thead>
<tr>
<th>Teacher:</th>
<th>School:</th>
<th>Appraiser:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency to be improved</td>
<td>Strategies/Activities for Improvement</td>
<td>Facilitator and Resources</td>
<td>Expected Outcomes and Timeline</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Appraiser's Signature and Comments</th>
<th>Teacher's Signature and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**Version 1.5, 12/91**

RET: MASTER 50 Y

Dupl - OSA

101-92-PER-HMS

Eff 8/20/92
### Performance Planning Form • Level II

<table>
<thead>
<tr>
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<th>School:</th>
<th>School Year:</th>
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<table>
<thead>
<tr>
<th>Date of Acceptance:</th>
<th>Date of Revisions:</th>
<th>Date of Completion:</th>
<th>Objective #:</th>
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<tbody>
<tr>
<td></td>
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#### School or Area Improvement Goal:
(please specify)

<table>
<thead>
<tr>
<th>Goal:</th>
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<tbody>
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#### Objective:

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#### Anticipated Outcomes:

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<tr>
<th>Outcomes:</th>
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<tbody>
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#### Strategies for Attainment:

<table>
<thead>
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<th>Strategies:</th>
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#### Related Teaching Dimensions, Competencies, or Performance Indicators:

<table>
<thead>
<tr>
<th>Indicator:</th>
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#### Assistance and/or Resources Required:

<table>
<thead>
<tr>
<th>Resources:</th>
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#### Collaborating Personnel:

<table>
<thead>
<tr>
<th>Personnel:</th>
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#### Interim Review Date: (Projected)

<table>
<thead>
<tr>
<th>Date:</th>
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#### Anticipated Completion Date:

<table>
<thead>
<tr>
<th>Date:</th>
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</table>

#### Teacher's Signature

<table>
<thead>
<tr>
<th>Signature:</th>
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<tbody>
<tr>
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</table>

#### Date

<table>
<thead>
<tr>
<th>Date:</th>
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<tbody>
<tr>
<td></td>
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</table>

#### Appraiser's Signature

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

#### Date

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
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<tbody>
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## TPAS

**Teacher Performance Appraisal System**

**Ongoing Review Form • Level II**

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>School Year</th>
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</table>

<table>
<thead>
<tr>
<th>Date of Interim Review:</th>
<th>Date of Final Review:</th>
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</thead>
</table>

**Collaborating Personnel**

**Comments on Objective Achievement**

Interim Comments (Optional):

Summative Comments:

<table>
<thead>
<tr>
<th>Teacher's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Appraiser's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Instructional Contract, 1995 revision
# APPENDIX E - GRIEVANCE REFERRAL FORM

Name of Grievant:

Date of Grievance:

Article(s) , Section(s) ,

And other applicable Statutes, DOE Rules and/or School Board Rules

Work Site: To Whom Submitted:

Description of Grievance:

Corrective Action Requested By Grievant:

<table>
<thead>
<tr>
<th>Date Filed</th>
<th>Hearing Date</th>
<th>Response Date</th>
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<tbody>
<tr>
<td>Informal</td>
<td>Informal</td>
<td>Informal</td>
</tr>
<tr>
<td>Step I</td>
<td>Step I</td>
<td>Step I</td>
</tr>
<tr>
<td>Step II</td>
<td>Step II</td>
<td>Step II</td>
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<tr>
<td>Step III</td>
<td>Step III</td>
<td>Step III</td>
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<tr>
<td>Step IV</td>
<td>Step IV</td>
<td>Step IV</td>
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<tr>
<td>Step V</td>
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Resolution

<table>
<thead>
<tr>
<th>Administration</th>
<th>Grievant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustained/Denied</td>
<td>Accepted/Rejected</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Informal</th>
<th>Step I</th>
<th>Step II</th>
<th>Step III</th>
<th>Step IV</th>
<th>Step V</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Step I

Signature of Administrator Date

Signature of Grievant Date

Step II

Signature of Administrator Date

Signature of Grievant Date

Step III

Signature of Administrator Date

Instructional Contract, 1995 revision
Signature of Grievant

Date

Step IV

Signature of Administrator

Date

Signature of Grievant

Date

Step V

Signature of Administrator

Date

Signature of Grievant

Date
APPENDIX F - SUMMER SCHOOL

A. Coordination with Main Collective Bargaining Agreement

This summer school Agreement is adopted by the SC/TA and the Board as an amendment of the main collective bargaining Agreement. If there is any conflict or inconsistency between the terms and conditions of the main Agreement and those of this summer school Agreement, pertaining to summer school, the terms and conditions of this summer school Agreement shall prevail. Certain provisions of the main Agreement have no relevance to summer school because of operational differences. Such portions of the main Agreement shall not apply to summer school.

B. Summer School Benefits

Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regular school year. Other fringe benefits provided during the regular school year will also be provided during summer school, except that there shall be no duplication or overlap of benefits.

All benefits will be prorated according to the number of days of summer school. Summer school teachers who work at least half the summer school term, will receive benefits at one-half the rate or amount received by full-time summer school teachers.

C. Selection of Summer School Teachers

All currently employed instructional staff are eligible for summer school employment. Teachers selected for summer school should be certified in the subject area to be taught. Except as otherwise agreed, when two or more teachers are eligible for a summer school position, the teacher with the greatest seniority shall be selected, provided the teacher has taught in the subject area sometime within the previous five years. Otherwise, the teacher selected shall be the teacher with the greater length of service in Sarasota County. If no certified candidate applies for a position, such position may be filled at the Superintendent's discretion. Band directors, coaches, media specialists, counselors, and other positions as agreed to by the Parties to have a special need to teach at the school to which they are normally assigned, may be hired without regard to any limitation stated in this Agreement. The school principal and the Director of Summer School may designate other positions which may be filled without regard to seniority. Any building principal who selects outside the scope of this condition must substantiate such reason(s) in writing, consult with the SC/TA and provide a copy to the teacher(s) affected.

D. Placement

Eligible teachers who during the preceding regular school year were assigned to a school in which summer school is being held, shall be assigned to that school site during summer school. If a sufficient number of positions are not available at that school, the teacher with the greater seniority will be selected.

E. Salary

The summer school salary schedule daily rate will be equivalent to the teacher salary schedule daily rate of the immediate past year.
F. Work Day

The Parties agree that the implementation of the regular daily rate during summer school will not be construed to be a precedent with respect to what constitutes the work day in terms of hours during the regular school year. The Parties agree that the length of the non-instructional summer school day can be increased by management if so desired, not to exceed the length of the regular school year day.
### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

#### STUDENT DISCIPLINE REFERRAL FORM

<table>
<thead>
<tr>
<th>INCIDENT CODE (Circle One):</th>
<th>GRADE</th>
<th>ISE(#)</th>
<th>SCHOOL</th>
<th>DATE OF INCIDENT</th>
<th>INCIDENT NUMBER (Office Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Alcohol</td>
<td>9.</td>
<td></td>
<td>17.</td>
<td>25. Left Class Without Permission</td>
<td></td>
</tr>
<tr>
<td>3. Battery</td>
<td>11.</td>
<td></td>
<td>19.</td>
<td>27. Parking Violation</td>
<td></td>
</tr>
<tr>
<td>5. Disorderly Conduct</td>
<td>13.</td>
<td></td>
<td>21.</td>
<td>29. Profanity</td>
<td></td>
</tr>
<tr>
<td>6. Drugs Excluding Alcohol</td>
<td>14.</td>
<td></td>
<td>22.</td>
<td>30. Turpitude</td>
<td></td>
</tr>
<tr>
<td>7. Fighting</td>
<td>15.</td>
<td></td>
<td>23.</td>
<td>31. Truancy</td>
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<tr>
<td>8. Homicide</td>
<td>16.</td>
<td></td>
<td>24.</td>
<td>32. Other Minor Infracton</td>
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<tr>
<td>INCIDENT CONTEXT (Circle One):</td>
<td></td>
<td></td>
<td></td>
<td>Non-School Hours (School Sponsored Activity)</td>
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<tr>
<td>1. During School Hours</td>
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<td></td>
<td>Non-School Hours (School Sponsored Activity)</td>
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<td>INCIDENT LOCATION (Circle One):</td>
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<td></td>
<td>Non-School Sponsored Activity</td>
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<tr>
<td>1. On-Campus</td>
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<td>Non-School Sponsored Activity</td>
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<td>Non-School Sponsored Activity</td>
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<tr>
<td>1. Student</td>
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<td>Non-Student</td>
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<tr>
<td>2. Both Student and Non-Student</td>
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<td></td>
<td></td>
<td>Unknown</td>
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<tr>
<td>INCIDENT REPORTED TO LAW ENFORCEMENT? Yes No</td>
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<td></td>
<td></td>
<td>Non-Student</td>
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<td>REFERRED/REPORTED BY (Circle One):</td>
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<td>Non-Student</td>
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<tr>
<td>1. Teacher/Instructional</td>
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<td>903.</td>
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<td>907. BusDriver</td>
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<tr>
<td>2. Substitute Teacher</td>
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<td>904.</td>
<td>906.</td>
<td>908. Other</td>
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<tr>
<td>REASON FOR REFERRAL:</td>
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<td>Non-Student</td>
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<tr>
<td>CIRCLE ALL THAT APPLY TO THE STUDENT WITHIN THE INCIDENT:</td>
<td></td>
<td></td>
<td></td>
<td>Non-Student</td>
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<tr>
<td>ACTIONS TAKEN PRIOR TO REFERRAL (Circle All That Apply):</td>
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<td>Non-Student</td>
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<td>DISCIPLINARY/REFERRAL ACTION CODE (Circle All That Apply):</td>
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<tr>
<td>NUMBER OF DAYS SUSPENDED (If Disciplinary/Referral Action 1, 2, or 19):</td>
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<tr>
<td>COMMENT AND FOLLOW-UP:</td>
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<td>Non-Student</td>
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</tr>
</tbody>
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### COMMENTS AND FOLLOW-UP:

Date / /  /  /  , Student Signature 

Date / /  /  , Administrator Signature 

DISTRIBUTION: White-School/Principal Yellow-Parent/Guardian Pink-Student's File

RET: Master, SFY

Dqj, OSA

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