

JUL 13 1989

Instructional Bargaining Unit

Agreement between the
***Sarasota Classified/Teachers
Association***
and the
***School Board of
Sarasota County, Florida***

July 1, 1988 ~ June 30, 1991

6/91

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ARTICLE I - RECOGNITION

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

Inclusions

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

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 an employee provided by him 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 employee.
- 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.
- COST CENTER - Each individual work site for which the Sarasota County School Board is responsible.
- DOE - State Department of Education.
- EMPLOYEE - A member of the bargaining unit as defined in Article I unless otherwise indicated.
- HE/HIS/HIM - Whenever the masculine gender is used in this Agreement, it shall also include the feminine gender and vice versa.
- PARTIES - Includes both the School Board and Union (SC/TA).
- PRINCIPAL/DIRECTOR - The chief administrator of a school/cost center or his 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.
- SCHOOL CALENDAR - The School Calendar as adopted by the Board will incorporate six (6) paid and 9 unpaid holidays into the calendar that will be part of the one hundred ninety-six (196) day contract. Before adopting the calendar, the Board will consider the requests of the Union.

ARTICLE II - DEFINITIONS (Continued)

- SCHOOL CALENDAR - When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect 8 days.
- SENIOR REPRESENTATIVE - The representative as designated by the Union.
- SUPERINTENDENT - The Superintendent of Schools or his designee.
- TEACHER - A member of the bargaining unit as defined in Article I unless otherwise indicated.
- TEC - Teacher Education Center of Sarasota County.
- UNION - The Sarasota Classified/Teachers Association.
- WORKDAY - A duty day of the employee unless otherwise indicated in the Agreement.
- WORK YEAR - The regular work year for employees 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. Effective 1985/86, there is no guarantee of extra duty days on the part of the Board. Such days are to be considered annually and be subject to the approval of the Superintendent of Schools.
- Employees hired before the 1985-86 Agreement who work in excess of 196 days shall continue to receive one vacation day for every twenty (20) additional duty days.
- In the case of those employees whose current contract is in excess of the 196 days, said employees will not have their contract year reduced except as outlined in Article XV, Reduction in Force.

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 employees.

B. Procedures

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

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 (Florida Statutes Chapter 447.309 [1]).
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 an employee 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 an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

ARTICLE III - SCOPE OF BARGAINING (Continued)

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

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. (Florida Statutes, Chapter 447.403 [1]). Should the FMCS decline to assert jurisdiction over a dispute, either party may request a mediator from PERC (PERC Rule 500.4). The mediation stage may not be waived except by consent of both the Board and the Union.

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

2. Special Master

Use of a Special Master shall be in accordance with applicable law (Florida Statutes, Chapter 447.403, 447.405, 447.407, 447.409).

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 (3) neutral parties to hear the parties' positions and resolve the disputed issues. The three (3) neutral parties shall be selected from a list supplied and consistent with the procedures of the FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union for final ratification.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

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 thirty (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 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 employees covered by this contract.
 - b. Thirty (30) days after written notice of revocation of said authorization by the employee 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 fifteen (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 fifteen (15) days whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision to take TIGER deductions from the 11th month check. The Union, its officers, agents, and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members, 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 employees by the Union, its officers, agents, or members.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

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 (10) persons at any given time, shall be granted release time not to exceed five (5) 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 twenty-four (24) hour notification 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 forty-eight (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 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 quasijudicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

F. Time for Union Representatives

1. The senior representative or designee will be relieved from duty at times mutually agreed to by the Parties in order to carry out those responsibilities associated with this Agreement.
2. 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.
3. Elected Union Representatives shall be granted one (1) working day per semester without loss of pay to attend Union seminars and meetings.
4. The elected delegates to the FEA/United Delegate Assembly shall be granted one (1) day release time to attend said activities.

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 Employee Orientation

The Union and the Board shall conduct new employee 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

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

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS (Continued)

L. Right to Representation

1. No disciplinary action may result from a meeting between an employee and his supervisor and/or other management official unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the employee is allowed Union representation if 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 employee if that meeting is for the purpose of discussing teacher competency.
3. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least twenty-four (24) hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date is mutually agreeable 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 twenty-four (24) hours after the knowledge of the Parties of such incident.

M. Committee Appointments

When the Board or Administration establish 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.

ARTICLE V - EMPLOYEE RIGHTS

A. Consistent with Florida Statutes, Chapter 447 each employee 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 employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the employer to encourage or discourage membership in the Union.

B. Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. 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. Such circumstances are illustrated by the provisions of Section 231.36 of Florida Statutes and related sections.

- C. No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal Statutes.
- D. Employee participation in charitable drives and in U.S. Savings Bonds campaigns is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.
- E. All School Board policies shall be uniformly administered throughout the bargaining unit.
- F. Employees shall not be subjected to personnel practices which are prohibited or in conflict with School Board policy.
- G. Annual contract employees will be granted a Professional Service Contract after three (3) years of satisfactory performance. Consistent with applicable statutes Annual Contract Status can be extended to a fourth (4th) year.

ARTICLE V - EMPLOYEE RIGHTS (Continued)

- H. 1. Employees 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. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis.
- I. Employees shall not transport students except in accordance with School Board Rules.
- J. Except in emergency circumstances administrators shall not discipline employees 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 employee 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 is deemed necessary because of threat of harm or for the employees' own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until such time as the GO TEAM issues its preliminary report or until due process has been completed and a final decision has been rendered.
- 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 employees 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.

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 employees of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all employees of the Board consistent with this Agreement.
 10. to discharge and suspend any employees of the Board and to take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons.
 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 employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board.

ARTICLE VI - MANAGEMENT RIGHTS (Continued)

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.
- 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 employees 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 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 instructional, classified, or other employee to submit to a physical or psychiatric examination or test to determine that employee's fitness for employment. The cost of such examination or test required by the Board shall be paid by the Board. The employee reserves the right to select the physician, psychiatrist, or psychologist from a group of three (3) selected by the Board to conduct such tests. The employee may also submit written results of other examinations or tests administered by a physician, psychologist, or psychiatrist of the employee's choice, performed at the employee's expense within twenty-one (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 employee 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 employee's employment. If the Board requires any employee to submit to any such examination or testing the requirement must be presented to the employee in writing, and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any employee to submit to justifiable 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, Chapter 231.291.

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 employees because of race, creed, color, age, sex, handicap, marital status, national origin, religious and political belief, or religious and political activities outside the school day and school premises.
- B. The Board shall not discriminate against employees because of membership in the Union.
- C. Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and DOE policies and regulations.
- 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. A teacher's duty day shall be the equivalent of instructional and non-instructional minutes per day in a particular school.
1. All full-time teachers shall have a duty free lunch period of not less than thirty (30) minutes.
 2. Teachers agree to meet the requests for assistance 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 (2) days advance notice is given;
 - b. there is a prepared agenda;
 - c. the meeting is directed to substantially all faculty members present;
 - d. the subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda.
 5. All teachers shall be provided planning time as outlined in Sections B, C, D, E of this article.
- B. Elementary Schools
1. The normal elementary instructional assignment (teaching that requires preparation, instruction, evaluation) will be three hundred [300] minutes, but in no event will it exceed three hundred thirty [330] minutes per day. Reasonable efforts shall be made to build elementary schedules to accommodate three hundred [300] minutes of instructional assignments.
 2. In making instructional assignments which exceed three hundred [300] minutes per day, the Principal shall consider the following criteria:
 - a. instructional assignments that exceed three hundred [300] minutes will be corrected at the first reasonable opportunity that does not unnecessarily disrupt student schedules.

ARTICLE IX - TEACHER DUTY DAY (Continued)

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

3. The combination of instructional and non-instructional duties shall not exceed three hundred thirty [330] minutes per day.
4. Teachers may use the time during which their students are under the direction of special area personnel for planning and/or conference. Notwithstanding the foregoing, teachers shall have a minimum of 225 minutes per week of uninterrupted planning time. Teachers who have more than 225 minutes per week of planning time may be assigned additional, reasonably related duties.

C. Middle Schools

1. The normal middle school instructional assignment (teaching that requires preparation, instruction, evaluation) will be no less than two hundred fifty [250] minutes, but in no event will it exceed three hundred [300] minutes per day.
2. The normal middle school day (block schedule) will allow teachers a duty free lunch of not less than thirty [30] minutes and a planning/conference of seventy [70] to ninety-five [95] minutes per day on the average. Reasonable efforts will be made to build middle school schedules to accommodate the stated lunch and planning/conference times. In making a middle school block schedule which is less than stated above, the principal will meet with the Faculty Council to discuss and receive recommendations about appropriate changes.
3. Instructional and planning time will range from three hundred twenty [320] minutes to three hundred ninety-five [395] minutes per day. The remaining time will be assigned at the discretion of the principal. Under no circumstances shall the duty day exceed four hundred twenty [420] minutes per day.

D. High Schools

1. The normal secondary instructional assignment (teaching that requires preparation, instruction, evaluation) will be two hundred fifty [250] minutes, but in no event will it exceed three hundred [300] minutes per day. Reasonable effort will be made to build master schedules designed to accommodate two hundred fifty [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.

ARTICLE IX - TEACHER DUTY DAY (Continued)

3. In making instructional assignments which exceed two hundred fifty [250] minutes per day, the principal shall consider the following criteria:
 - a. voluntary requests to carry an additional instructional assignment;
 - b. established course offerings cannot be provided to enrolled students without such extra instructional assignment;
 - c. required extra instructional assignments will be corrected at first semester break;
 - d. required extra instructional assignments that cannot be corrected at semester breaks will be rotated where possible to different teachers.
4. The combination of instructional and non-instructional duty shall not exceed three hundred [300] minutes per day. In addition, teachers may be assigned a homeroom period not to exceed ten [10] minutes.

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 instructional assignments shall not exceed a weekly average of three hundred thirty [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 twenty-four (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 (1) 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 (2) 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 (2) 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 (1) 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 (1) 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 (3) or more special area teachers in a school can select one (1) teacher. Fewer than three (3) special area teachers in a school shall be assigned by the principal for the purpose of nomination, to a grade level(s).

d. Unit School

Where a school exists, comprised of more than one (1) school center operating under a common philosophy, administration, goals, and objectives, there shall be organized a unified school faculty council. Said Unified Faculty Council shall consist of one (1) representative from each school level (elementary, middle, and high). The number of faculty to be represented by each unified faculty council representative to be voted upon each spring for the next school year based on size, configuration, etc. of the various components of the unit school.

ARTICLE X - SCHOOL LEVEL FACULTY COUNCIL (Continued)

- e. In no case shall the council be fewer than three (3) members plus the principal or designee of the unit school administration acting ex-officio.
3. The Faculty Council shall select its chairman from within its membership.
4. The Faculty Council shall exist in addition to any other committee or group within the building.
5. The Council shall be elected in the spring of each school year in order to organize and plan for the following school year, and to allow scheduling to provide school day meetings where, in the judgment of the principal, it is practical.
6. When vacancies occur they shall be filled by election as provided by Section A-2 of this Article.

B. Powers and Responsibilities

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

C. Operating Procedures

1. In cases of procedural disputes, Roberts Rules of Order shall prevail.
2. Parents, students, Parent Teachers 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 administration of a unit school declines to accept or act upon a recommendation of the majority of the Unified Faculty Council, the council may take the recommendation to the total unit school faculty for secret ballot referendum. Such referendum would not be binding upon the unit school administration nor subject to grievance unless expressly permitted elsewhere in this Agreement.
5. If the principal chooses not to accept or act upon the recommendation of the majority of the Faculty Council, it may make a direct appeal to the appropriate director or to the Superintendent if deemed necessary.

ARTICLE XI - SYSTEM-WIDE INSTRUCTIONAL COUNCIL

- A. A council shall be created to advise the Superintendent on matters pertaining to improvements of the system-wide instructional program. The council may consider advising on proposed change in areas such as philosophy and goals, needs assessment, courses of study and/or curriculum guides, instructional materials selection, teaching strategies, organizational patterns, assessment programs, student evaluation and progress reporting, research and development, instructional environment, and comprehensive planning and its implementation.
- B. Council membership shall consist of eleven (11) teachers appointed by the Union, four administrators appointed by the Superintendent, and six citizens, one appointed by each of the School Advisory Committees.
- C. The council shall elect a chairperson from among its members.
- D. The Board shall 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 (1) 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 XXV).

ARTICLE XII - TEACHER EDUCATION CENTER

A. Function/Purpose

1. A Teacher Education Center, which is established by the Board shall operate in accordance with Florida Statutes, Chapter 231. The Board shall determine the term of existence of the TEC. The Board's decision to abolish the TEC at any time shall be final and not subject to the grievance and arbitration procedure (Article XXV).
2. The Board shall appoint a TEC Council whose duties and responsibilities to the Board and the Superintendent shall be
 - a. to develop policy and procedures for the TEC 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, Chapter 231.600, et. seq.;
 - c. to recommend the employment of an appropriate TEC 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 TEC staff.
3. The Board shall perform the following duties and responsibilities:
 - a. appoint the members of the TEC Council;
 - b. adopt policy and procedure for the Center;
 - c. adopt a budget for the TEC;
 - d. appoint the director and staff of the TEC.
4. If a recommendation of the TEC 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 XXV).

5. Membership

- a. The TEC Council shall consist of but not be limited to two (2) primary teachers, two (2) intermediate teachers, two (2) middle school teachers, two (2) senior high teachers, one (1) exceptional child education teacher, one (1) vocational/adult education teacher, one (1) teacher selected by the Union, one (1) secondary school based administrator, one (1) middle school based administrator, one (1) elementary school based administrator, one (1) central staff representative, one (1) lay member, one (1) non-instructional, one (1) representative from Manatee Community College, and one (1) 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, Chapter 231.
- b. Positions to be held by teacher members of the Council shall be filled as follows:
 - (1) The faculty council of each school center shall receive nominations from all interested teachers at that center and conduct a secret ballot election by the teacher members of that staff.
 - (2) The name of the candidate so determined by a majority vote shall be placed on a countywide list for each appropriate teacher position on the TEC 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 (3) years, with even numbered positions appointed on even numbered years and odd numbered positions on odd numbered years. Council members may serve two (2) consecutive terms.

B. Inservice Education

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

1. Voluntary inservice training shall be based upon and developed from needs assessments and/or special requests solicited from the teachers.
2. When the Board or administration determines that involuntary inservice training is necessary, the following criteria shall be employed:

ARTICLE XII - TEACHER EDUCATION CENTER (Continued)

- 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 inservice 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 inservice training will occur only during the teacher duty day unless the activity was stipulated as a specific condition of employment prior to the teacher's annual contract.
 - d. Inservice professional improvement activities may be scheduled on professional duty days. However, the principal and administration shall reserve one-half (1/2) day for records keeping by teachers on those professional duty days scheduled at the end of grade reporting periods. Other activities may be scheduled for those teachers who indicate they do not need the one-half (1/2) day for records keeping.
3. Substitutes may be provided for participants in certain inservice activities if approved by the Superintendent.
 4. Expenses and per diem reimbursement are permissible for participants in certain out-of-county professional improvement activities if approved by the Superintendent.
 5. Inservice points may be translated into credit on the salary schedule under guidelines recommended by the Superintendent and approved by the Board in accordance with the law. If credit is so approved, the type and nature of credit offered shall be determined in advance
- 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

A. Annual Contract Employees

1. Appointment, termination, renewal, and non-renewal of annual contract teachers shall be in accord with Florida Statutes, Sections 230.23(5), 230.33(7), and 231.36(1) and applicable Board rules. Evaluation of annual contract teachers shall be in accord with Florida Statutes, Section 231.39, Article XIII of this Agreement, and applicable Board rules.
2. Annual contract teachers participating in the full year beginning teacher program shall be evaluated and receive such notice and assistance as are provided in the beginning teacher program and shall not be included in the notice and assistance provisions of this section.
3. If a principal determines that s/he may not recommend the renewal of any annual contract teacher for the following school year because of unsatisfactory performance of the teacher, that principal will notify the affected annual contract teacher and the Director of Personnel when such determination has been made.
4. The principal should determine what specific changes or improvements, if shown by the teacher, would cause the principal to reconsider his/her determination not to recommend renewal of the teacher's annual contract. The principal will explain to the teacher, in writing, the actions the teacher must take to cause the principal to reconsider the determination not to recommend renewal.
5. An annual contract teacher who is being considered for non-renewal will be notified of the actions s/he must take, as described in paragraph four (4) above, in sufficient time to accomplish the remedial actions to the satisfaction of the principal.
6. Annual contract teachers who are not recommended by the Superintendent for renewal of contract for the following school year will be notified in writing by the Superintendent. Such notice will be mailed before the Superintendent submits to the Board his/her nominations for the reappointment of members of the instructional staff for the following school year as provided in Florida Statutes, Section 230.33(7).
7. Annual contract teachers who are asked to meet with the Principal pursuant to this Article may be accompanied by a representative of their choice during such meeting.
8. Other than for procedural error this section shall not be subject to the Arbitration Procedure.

ARTICLE XIII - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF (Continued)

9. Nothing in the Agreement shall be construed to grant any annual contract teacher a right to renewal of contract or continued employment beyond the term of his contract as provided by Florida Statute, Section 231.29(6).

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

C. Copies of the Evaluation Report

If the employee declines to sign a completed evaluation form, he shall, within ten (10) days, provide a signed statement either stating his intent to grieve or a rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

D. Meetings

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

E. A copy of the Performance Evaluation Instrument and Procedure to be utilized is outlined in Appendix D.

ARTICLE XIV - SELECTION/LATERAL TRANSFERS/PROMOTION

A. Voluntary Lateral Transfers

1. Lateral transfers of Instructional Staff during the teacher year are not to be allowed unless mutually agreed to by the parties. The positions shall be filled on a temporary basis and will be posted as vacancies available at the beginning of the following school year, if the position is still required.
2. Unless otherwise agreed to by the parties, teachers who desire to voluntarily transfer shall file a written request on a form available in the Personnel Office, on or before March 1, of each year. The teacher shall state the grade(s) desired, subject assignment, and the school or area desired.
3. Any teacher desiring transfer may apply provided s/he has the qualifications and certification required for the position.
4. 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.
5. 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.
6. Beginning no later than May 1, 1990, the parties agree to enter into collective bargaining regarding a possible extension and/or modification of the language of this Article if deemed necessary by either of the parties.

- 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 lateral transfer of staff will apply unless a waiver of this Section has been granted by the parties to this Agreement:

ARTICLE XIV - SELECTION/LATERAL TRANSFER/PROMOTION (Continued)

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:

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

ARTICLE XIV - SELECTION/LATERAL TRANSFER/PROMOTION (Continued)

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 XV, 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, he/she 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, Section 231.085. 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.

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 employees to another position. The transfer will be considered involuntary in nature and, as such, the employee will be given priority over employees returning from leaves and 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.

ARTICLE XIV - SELECTION/LATERAL TRANSFERS/PROMOTION (Continued)

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

F. Vacancies

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

G. Promotions

1. Any employee possessing the appropriate qualifications for promotion may apply for an administrative vacancy.
2. The Board shall utilize to the maximum extent possible the skills, talents, and qualifications of its employees and shall fill position vacancies by promoting from within in accordance with 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 (2) or more qualified candidates receive substantially equal ballots, the candidate with the greatest amount of seniority shall be given preference.

ARTICLE XV - REDUCTION IN FORCE

A. School Board Rights

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

B. Teachers

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

C. Date of Hire/Seniority

1. Certified employees who have equal qualifications and equal, continuous service in the Sarasota County School System shall be deemed to have made their commitment to the School System on the date of Board action. This criterion shall be used to break ties for reduction in force. Effective January 1, 1986, in cases of ties with regard to Board appointment, the date of receipt of the application shall apply. Prior to January 1, 1986, the date of the application will be the deciding factor.
2. Any administrator who returns to a bargaining unit position with appropriate reduction in salary and a surrendering of his 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 accrue those previous years in the bargaining unit toward his seniority status.

D. Annual Contract Teachers

Annual Contract teachers shall be laid off before Professional Service Contract or Continuing Contract teachers.

ARTICLE XVI - RECALL

A. Recall Order

Teachers will be recalled in inverse order of layoff.

B. New Teachers

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

C. Recall Process

A laid off teacher will be given by registered mail ten (10) working days notice of recall. He shall inform the Board of his acceptance or rejection of reemployment within ten (10) working days of receipt of the registered letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be deemed to have voluntarily resigned from employment by the Board. It is the employee's responsibility to keep the Board informed of his current address.

D. Layoff Period

Teachers will be eligible for recall for a period not to exceed two (2) 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.

ARTICLE XVII - NON-TEACHING DUTIES

- A. Teachers shall not be assigned or required to perform the following non-teaching duties:
 - 1. Lunchroom supervision during the duty-free lunch period.
 - 2. Chaperoning or attendance at after-school activities shall not be required or assigned to any teacher who does not receive a supplement for such activity in accord with his/her normal salary schedule. Acceptance of any such duties shall be voluntary except for those occasions which require a teacher's attendance for a specific purpose. These purposes shall not exceed three (3) times per year. This does not preclude voluntary participation on the part of the employee.
 - 3. Teachers shall not be required to move or clean heavy equipment, machinery, or furniture.
 - 4. Teachers shall not collect lunch monies.
 - 5. Except for emergencies, teachers shall not be required to hand score County or State standardized tests.
- B. Teachers assigned to temporary administrative positions of thirty (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. Employees may tutor for pay provided the following conditions exist:
 - 1. The teacher is not in a duty status.
 - 2. The tutoring does not take place on school property.
 - 3. The teacher shall refrain from tutoring students enrolled in his/her instructional class.
- D. Extra duties shall be assigned as follows:
 - 1. The cost center head shall assign extra duties on a rotating basis.
 - 2. Exceptions to this rotation may be made by the cost center head when necessary.
 - 3. Section D shall be subject to modification but not deletion at the close of the 1989/90 school year.

ARTICLE XVIII - PERSONNEL RECORD

A. Maintenance

1. There shall be only two (2) personnel files as defined in Florida Statutes, Chapter 231.291. One (1) shall be maintained at the Office of Personnel of the Sarasota County School Board and the other at the office of the employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copied by request of the employee or required by Florida Statute.
2. An employee may request through his immediate supervisor access to his 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 employees 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 an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (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 employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, 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 forty-five (45) days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the employee.
4. The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the employer.

ARTICLE XVIII - PERSONNEL RECORD (Continued)

5. Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than .05 per page.
6. The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 231.291. If an employee's file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Personnel.
7. The official personnel record for Sarasota County Public School employees shall be housed in the Office of Personnel of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.
8. Notification: Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes, Section 231.291 without the employee's knowledge or permission shall be notified in writing within forty-eight (48) hours as to who requested and observed the file and the purpose of such request.

B. Complaints

When a written complaint concerning an employee'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 employee 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 XIX - 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 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. Only the principal shall make the decision, on an ad hoc basis, to administer corporal punishment. At the principal's request, a teacher may, but is not required to, administer corporal punishment.

1. If a teacher deems it necessary, he may have a student temporarily removed from the classroom by directing him or having him accompanied to the principal's office or other location designated by the principal. If the teacher deems the conduct of the student being so removed to be of physical danger to the student himself or others and so indicates in the referral of the student to the office, said student shall not be directed to return to the classroom prior to review and disposition by a person designated by the principal to deal with disciplinary problems. The principal shall provide a written explanation of any actions or recommendations to the teacher.
2. Any incident of physical contact covered under this Article shall be reported to the principal as soon as possible.
3. The adopted standardized student discipline referral form (Appendix E) 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.

ARTICLE XIX - MAINTENANCE OF CLASSROOM CONTROL (Continued)

D. Special Assistance

When, in the judgment of a teacher, a student requires special attention, the teacher shall so inform his principal in writing. The principal shall arrange as soon as possible for a conference among himself, 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 principal in writing. Within five (5) calendar days, if possible, but no later than ten (10) calendar days of the receipt of the written request 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 employee.
3. If the action of the principal or his 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 employee may initiate a meeting with the principal to discuss alternate methods of discipline to resolve the problems.

ARTICLE XIX - MAINTENANCE OF CLASSROOM CONTROL (Continued)

4. If an employee is physically assaulted by a student, the student shall not return to that setting.
 - a. The principal shall report as soon as possible, but within twenty-four (24) hours, to the Superintendent that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Superintendent. The full report shall be signed by the employee to acknowledge that s/he has seen the report, and s/he may append a statement to the report.
 - b. The principal shall assist the employee in notifying the proper law enforcement officials.
5. An assaulted employee who presses charges against his/her assailant shall have his/her days of court appearance designated as non-attendance days with pay.

ARTICLE XX - EVALUATION OF STUDENTS

- A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the terms of the grading regulations of the Sarasota County School system.
- B. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made, and the teacher cannot be contacted through normal communication efforts.
- C. In the event a teacher's grade or evaluation is challenged, the following procedure shall be followed. The teacher's principal shall investigate the challenge and:
 - 1. the grade or evaluation stand; or
 - 2. the grade or evaluation goes to review.
- D. Review Panel
 - 1. Review shall be by a panel consisting of
 - a. one (1) member, with expertise in the area under challenge, selected by the teacher;
 - b. one (1) member, with expertise in the area under challenge, selected by the Superintendent;
 - c. one (1) member, with expertise in the area under challenge, selected by the other two (2) members.
 - 2. The Review Panel shall investigate the challenge and render a binding judgment.

ARTICLE XXI - TEACHER ASSIGNMENT AND TRAVEL

- A. All teachers shall be notified in writing of their salary status and their building, subject and class assignments for the following school year. Such notice shall be given 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 principal or other appropriate school official 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 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 employee who travels under Board authorization shall have prior approval of the Superintendent or his designee and be subject to Florida Statutes and Rules of the Board.
- 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 E.S.E. field trips (i.e., Handicapped Olympics).
 - 2. Environmental bus.
 - 3. Alternate Education buses.
 - 4. Carefree Learner bus supporting Sarasota High School.
 - 5. Marine Biology bus assigned to Pine View.
 - 6. Sailor Circus.
- I. Teachers driving buses consistent with this Agreement shall be compensated at a rate equal to the average bus driver's hourly rate.

ARTICLE XXII - 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 thirty (30) calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged to her available sick leave.
2. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work either:
 - a. as soon after the birth of her child as her physician 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 (1) year, shall be granted a teacher upon written request to the Superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three (3) 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 thirty (30) calendar days prior to the conclusion of any year already granted.
2. Upon return from the child care leave, the teacher shall be assigned to his/her former position, if available, or to a substantially similar position for which the teacher is qualified and if such a similar position is available. If no such position is available, the teacher shall be placed upon a preferential recall list and shall be placed in the first open substantially similar position for which s/he is qualified.

ARTICLE XXII - MATERNITY AND CHILD CARE LEAVE (Continued)

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

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

E. 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 (1) day more than one-half (1/2) of the regular contract year.

F. Duration of Leave

The Board will not refuse subsequent leave requests without sufficient reason(s). Under normal circumstances, such leaves shall not exceed three (3) years.

ARTICLE XXIII - PAID LEAVES

A. Sick Leave

1. Sicknesses or Death

- a. Each full-time employee is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his immediate family. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his own household.
- b. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

2. Personal Leave

Each teacher shall be provided six (6) 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 forty-eight (48) hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the school offices, 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 employee upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than forty-eight (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

Effective with this Agreement the sick leave payoff cap is to be 160 days in the year 1988-89, 170 days in the 1989-90 year, and 180 days in 1990-91.

ARTICLE XXIII - PAID LEAVES (Continued)

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

Each employee 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, an employee shall obtain a certificate of illness or injury from a licensed physician.

1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual employee's physician, whichever is shorter.
2. Leaves due to the aforementioned injuries shall be authorized for a period for which the employee's physician certifies the employee's inability to work or for 120 days following the injury, whichever is shorter.
3. The Board's liability pursuant to this Article shall end if the employee becomes eligible for state and/or social security disability benefits.
4. The employee may use his own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.
5. The employee shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in-the-line-of-duty leave and accumulated sick leave.

C. Verification of Reasons for Leave

Upon return from leave as described in paragraph A and B, the building principal shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal within five (5) working days following the employee's return from leave.

D. Sabbatical Leave

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

ARTICLE XXIII - PAID LEAVES (Continued)

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, seminar, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters.
2. Visitation for the purpose of observing instructional techniques or programs.

F. 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 (1) member of a department may be granted permission to attend one (1) such meeting at Board expense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the proper forms and shall report the nature of 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 (3) days' leave with pay to perform civic duties at the local, state, or national level.

H. Leave For Legal Commitments and Transactions

1. An employee 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. An employee may serve on temporary assignment on jury duty without loss of pay if s/he so desires.
3. An employee released from his subpoena or jury duty with sufficient time remaining to return to his school center to complete at least one-half (1/2) day of his duty day shall return to his school center unless released by the principal.

ARTICLE XXIII - PAID LEAVES (Continued)

I. Vacation

1. Effective with the 1985/86 school year, those employees already teaching 240 days shall be considered twelve month personnel as defined by the school calendar and will qualify to earn additional vacation days in concert with all other twelve month personnel. Specifically, they may earn in the range of 1 to 6 additional days beyond the twelve already granted by the calendar. These additional days may be accumulated but are not to exceed thirty (30) days.
2. Effective with the 1985/86 school year, all new employees shall have their work year designated as a 196 work day year, with additional duty days assigned by the administration on an annual basis. These employees shall not have any vacation rights. Those employees currently working on an eleven month status shall be grandfathered and will continue to earn one (1) vacation day per year which shall not be cumulative. Any additional duty days requested by the administration shall be voluntary and shall not be a condition of employment.

ARTICLE XXIV - UNPAID LEAVES

- A. 1. Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.
2. Upon request, leaves of absence, limited to two (2) persons per year 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 (2) year program, a second year shall be approved upon request. Other leaves shall not exceed one (1) year. However, at the end of a leave, a teacher may request another leave of absence, the 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 sixty (60) days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the teacher's return from leave if 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 (1) day more than one-half (1/2) 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. fulltime participation in a federally sponsored Peace Corps;
3. fulltime teaching in foreign or military programs;
4. cultural travel or work program related to his professional responsibilities;
5. participating in exchange teaching programs in other school districts, states, territories or countries;
6. serving as a fulltime, paid officer of an education association.

ARTICLE XXIV - UNPAID LEAVES (Continued)

- C. A leave shall be deemed unauthorized if the employee enters similar or related employment during his/her leave without express written permission of the Board to have resigned voluntarily. An employee who is granted leave may not be employed as a substitute in the Sarasota County School system during such leave, without approval of the Board.
- D. A leave of absence, without pay, for up to one (1) year may be granted by the Board to a teacher, upon application to campaign for or 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 former position, if available, or to a substantially similar position if available. Experience credit for such leave shall be granted. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one (1) day more than one-half (1/2) of the regular contract year.
- E. Any teacher granted a leave of absence as provided in this Article shall be given the opportunity, unless restricted by insurance contracts with the Board, to continue insurance in the existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.
- F. A teacher granted a leave of absence may receive limited leave of absence credit in his respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such credit.
- 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.1 and A.2 of this Article, the Board will not refuse subsequent leave request without sufficient reason. Under normal circumstances, such leaves shall not exceed three (3) years.
- I. Notification of Return: Exclusive of A.1 and A.2 of this Article, employees 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 XXV - GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is an employee, a group of employees, 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 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. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: No later than twenty (20) working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant or his/her representative shall request a meeting to verbally discuss a grievance with the administrator, or his/her designee, allegedly causing the grievance. The administrator will respond no later than ten (10) working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal Procedure.
2. Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, s/he may submit it on the adopted form to the appropriate Executive Director or his/her designee no later than ten (10) working days after the response was received at the informal level. The administrator shall submit his/her response to the Step One grievance later than ten (10) working days following the Step One hearing.
3. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step One s/he may submit it on the adopted form to the Superintendent or his/her designee no later than ten (10) working days after the written response was received in Step One. The Superintendent shall submit a written response on the adopted form no later than ten (10) working days after the Step Two hearing. Should the response be a rejection of the grievance, the administrator will summarize his/her reasons for so ruling.

ARTICLE XXV - GRIEVANCE AND ARBITRATION (Continued)

4. Step Two-A (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 fifteen (15) working days from receipt of the Step Two 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.
5. Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two or Two-A, 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 fifteen (15) working days after the receipt of the decision in Step Two or Two-A.

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. An employee 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 (10) 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.

ARTICLE XXV - GRIEVANCE AND ARBITRATION (Continued)

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 expressly or impliedly excluded from arbitration. 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 ground 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 Three. Such grounds and evidence shall be disclosed to the other party between Step Two 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 Two-A (if elected) are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Three.
8. Any relief granted prior to Step Two 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 Three if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.
9. The parties shall share the costs of transcripts if so desired by the parties.
10. 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 Two-A, or Step Three.

ARTICLE XXV - GRIEVANCE AND ARBITRATION (Continued)

11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XXI-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-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 employee 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 an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said employee, employees, 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 an employee's permanent personnel files.

ARTICLE XXVI - SCHOOL-BASED MANAGEMENT/SHARED DECISION MAKING

The Board and SC/TA agree on an implementation process toward Shared Decision Making in accordance with the model as described in Appendix F of this contract.

The parties agree to annually enter into Memoranda of Understanding which may exempt specific cost centers, participating in implementing a shared decision making model, from the requirements of specifically identified provisions of this Agreement. Such exemption(s) must be agreed to by both parties. The provisions of the master contract shall be in full force and effect for all other cost centers. Both parties agree that the contents of such Memoranda shall not be used by either side for persuasion in any grievance or impasse proceeding, and will not constitute grounds for past practice.

ARTICLE XXVII - 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 an employee 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. An employee against whom disciplinary action is to be taken may appeal through the grievance procedure that proposal.
- D. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.
- E. The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.
- F. The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article, through Step 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 employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.

ARTICLE XXVII - DISCIPLINARY ACTIONS (Continued)

- I. 1. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.
- 2. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:
 - 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 (2) years.
- K. Letters of reprimand may be removed with Board approval from an employee's official personnel file after a period of two (2) years.

ARTICLE XXVIII - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

- A. The Board will provide terminal pay to an employee 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 employee at retirement or death multiplied by those percentages as outlined in Florida Statutes, Chapter 231.40 (2) (a) (4), and one hundred percent (100%) of the employee's accumulated leave days, unless changed by future negotiations or law. The employee must leave the employment of the school board directly into the Florida Retirement system in either early or normal retirement status.

ARTICLE XXIX - 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.

ARTICLE XXX - 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. Method of Payment

1. Number of Payments

Each teacher will be paid in twenty-four (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 twentieth (20th), twenty-first (21st), and twenty-second (22nd) installments on his/her last working day of the school year. The twenty-third (23rd) and twenty-fourth (24th) installments shall be mailed to his 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 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 (5) days of notification.

ARTICLE XXX - SALARIES (Continued)

C. Maintenance of Effort

The salary portion of this Agreement will be reopened for negotiation if the State Legislature fails to waive the Maintenance of Effort requirement beginning with the 1990 fiscal year.

D. Supplement Salary Schedule

1. The goal of the supplement pay schedule is to reduce inequities in the current supplement schedule by an increased use of objective criteria to evaluate and subsequently rate each supplement activity.
2. Assistant coaches, Junior varsity and ninth grade athletic coaches will go through the rating process separately from the varsity team.
3. Any new supplement must be approved by the Board prior to any payment.

ARTICLE XXXI - EMPLOYEE ASSISTANCE PROGRAM

- A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the employee.
- 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 XXXII - 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 an employee 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 an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

ARTICLE XXXIII - BENEFITS

- A. The School Board at no cost to the employee shall provide the following:
1. Workmen's Compensation Insurance
 2. Group Insurance
 - a. Individual employee health insurance cost shall be paid by the Employer (or a like amount in the event of a waiver).
 - b. Dependent health insurance shall be subsidized if so desired by the employee through the negotiated Cafeteria Plan.
 - c. The Cafeteria Plan negotiated and agreed to by the parties shall remain in effect for a period of three (3) years. The Cafeteria Plan as agreed is a supplement to this Agreement.
 3. In addition to the \$5000 employer paid Life Insurance, the Employer shall also provide optional employee Life Insurance equal to at least one year's salary through the negotiated cafeteria plan.
 4. The Employer shall provide an employee retirement plan at no less than the current retirement rate as established by law consistent with Florida Statutes.
 5. Sick leave shall be cumulative and subject to Florida Statutes. An employee shall upon retirement be reimbursed for any unused sick leave as outlined in Article XXIII.

ARTICLE XXXIV - 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.
- B. This service to employees is only in effect during workdays of the employee. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.
- C. The Board shall only provide this service for one hour before and one hour after the teacher's duty day.
- D. This program will be subject to review at the close of the 1989-90 school year.

ARTICLE XXXV

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until the 30th day of June, 1991. This Agreement may be extended only in writing.
2. This Agreement may not be assigned by either party.
3. The salary portion of this Agreement will be reopened for negotiation if the State Legislature fails to waive the Maintenance of Effort requirement beginning with the 1990 fiscal year.
4. This agreement is subject to annual salary reopeners.

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

President, Sarasota Classified/
Teachers Association, Inc.

Chairman of the School Board
of Sarasota County, Florida

Executive Director, Sarasota
Classified/Teachers Association,
Inc.

Superintendent of Schools

APPENDIX A
SALARY SCHEDULES

TEACHER'S SALARY SCHEDULE 1988/89

STEP	BACHELORS	Index	B + 30	Index	MASTERS	Index	M + 45	Index	DOCTORATE	Index
1	21,000	1.0000	22,000	1.0476	23,000	1.0952	24,000	1.1428	25,000	1.1905
2	21,630	1.0300	22,880	1.0895	23,920	1.1390	25,080	1.1943	26,125	1.2440
3	22,279	1.0609	23,795	1.1331	24,877	1.1846	26,209	1.2480	27,301	1.3000
4	22,947	1.0927	24,747	1.1784	25,872	1.2320	27,388	1.3042	28,529	1.3585
5	23,636	1.1255	25,737	1.2256	26,907	1.2813	28,620	1.3629	29,813	1.4197
6	24,345	1.1593	26,766	1.2746	27,983	1.3325	29,908	1.4242	31,155	1.4836
7	25,075	1.1940	27,837	1.3256	29,102	1.3858	31,254	1.4883	32,557	1.5503
8	25,827	1.2299	28,950	1.3786	30,266	1.4412	32,661	1.5553	34,022	1.6201
9	26,602	1.2668	30,109	1.4338	31,477	1.4989	34,130	1.6252	35,553	1.6930
10	27,400	1.3048	31,313	1.4911	32,736	1.5588	35,666	1.6984	37,152	1.7691
11	28,222	1.3439	32,565	1.5507	34,046	1.6212	37,271	1.7748	38,824	1.8488
12	29,069	1.3842	33,868	1.6128	35,407	1.6860	38,948	1.8547	40,571	1.9319
13	29,941	1.4258	35,223	1.6773	36,824	1.7535	40,701	1.9381	42,397	2.0189
14	30,839	1.4685	36,632	1.7444	38,297	1.8237	42,533	2.0254	44,305	2.1098
15	31,764	1.5126	38,097	1.8141	39,829	1.8966	44,447	2.1165	46,299	2.2047
16	32,717	1.5579	39,621	1.8867	41,422	1.9725	46,447	2.2118	48,382	2.3039
17	33,699	1.6047	41,206	1.9622	43,079	2.0514	48,537	2.3113	50,559	2.4076
18	34,710	1.6528	42,854	2.0407	44,802	2.1334	50,721	2.4153	52,834	2.5159
19	35,751	1.7024	44,568	2.1223	46,594	2.2188	53,003	2.5239	55,212	2.6291
20	36,824	1.7535	46,351	2.2072	48,458	2.3075	55,389	2.6376	57,697	2.7475

IMPLEMENTATION:

1. Credit for experience will be granted as follows:
 - a. One step will be granted, up to a maximum of five steps for each full year of teaching experience in any accredited institution or in a private or parochial school.
 - b. If a teacher employed by the Board at a salary level above step 6 resigns his/her position and subsequently is reemployed by the Board, he/she will be placed on the salary schedule one step above the salary earned at the time of his/her termination, provided that the requirements under paragraph 1.c. are met.
 - 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. 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 (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 6 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. Beginning with the 1988-89 school year, the eleventh step will be implemented. Progression beyond step eleven will occur on an annual basis one step at a time.

INSTRUCTIONAL SPECIALIST SALARY SCHEDULES 1988/89

O SPECIALIST I

STEP	MASTERS	Index	M + 15	Index	M + 30	Index	M + 45	Index	DOCTORATE	Index
1	28,750	1.0000	29,750	1.0347	30,750	1.0695	31,750	1.1043	32,750	1.1391
2	29,756	1.0350	30,791	1.0710	31,826	1.1070	32,861	1.1430	33,896	1.1790
3	30,797	1.0712	31,868	1.1084	32,940	1.1457	34,011	1.1830	35,082	1.2202
4	31,875	1.1087	32,984	1.1473	34,093	1.1858	35,201	1.2244	36,310	1.2629
5	32,991	1.1475	34,138	1.1874	35,286	1.2273	36,433	1.2672	37,581	1.3071
6	34,145	1.1876	35,333	1.2290	36,521	1.2703	37,709	1.3116	38,896	1.3529
7	35,341	1.2292	36,570	1.2720	37,799	1.3147	39,028	1.3575	40,258	1.4003
8	36,578	1.2722	37,850	1.3165	39,122	1.3607	40,394	1.4050	41,667	1.4493
9	37,858	1.3168	39,175	1.3626	40,491	1.4084	41,808	1.4542	43,125	1.5000
10	39,183	1.3628	40,546	1.4103	41,909	1.4577	43,271	1.5051	44,634	1.5525
11	40,554	1.4105	41,965	1.4596	43,375	1.5087	44,786	1.5578	46,197	1.6068
12	41,974	1.4600	43,434	1.5107	44,894	1.5615	46,354	1.6123	47,814	1.6631
13	43,443	1.5110	44,954	1.5636	46,465	1.6162	47,976	1.6687	49,487	1.7213
14	44,963	1.5639	46,527	1.6183	48,091	1.6727	49,655	1.7271	51,219	1.7815
15	46,537	1.6186	48,156	1.6750	49,774	1.7313	51,393	1.7876	53,012	1.8439
16	48,166	1.6753	49,841	1.7336	51,516	1.7918	53,192	1.8501	54,867	1.9084
17	49,852	1.7340	51,586	1.7943	53,320	1.8546	55,054	1.9149	56,788	1.9752
18	51,596	1.7946	53,391	1.8571	55,186	1.9195	56,980	1.9819	58,775	2.0443
19	53,402	1.8574	55,260	1.9221	57,117	1.9867	58,975	2.0513	60,832	2.1159
20	55,271	1.9224	57,194	1.9893	59,116	2.0562	61,039	2.1231	62,961	2.1899

P SPECIALIST II

STEP	MASTERS	Index	M + 15	Index	M + 30	Index	M + 45	Index	DOCTORATE	Index
1	29,750	1.0000	30,750	1.0336	31,750	1.0672	32,750	1.1008	33,750	1.1344
2	30,791	1.0350	31,826	1.0698	32,861	1.1046	33,896	1.1393	34,931	1.1741
3	31,868	1.0712	32,940	1.1072	34,011	1.1432	35,082	1.1792	36,153	1.2152
4	32,984	1.1087	34,093	1.1460	35,201	1.1832	36,310	1.2205	37,419	1.2578
5	34,138	1.1475	35,286	1.1861	36,433	1.2246	37,581	1.2632	38,728	1.3018
6	35,333	1.1876	36,521	1.2276	37,709	1.2675	38,896	1.3074	40,084	1.3473
7	36,570	1.2292	37,799	1.2705	39,028	1.3118	40,258	1.3532	41,487	1.3945
8	37,850	1.2723	39,122	1.3150	40,394	1.3578	41,667	1.4006	42,939	1.4433
9	39,175	1.3168	40,491	1.3610	41,808	1.4053	43,125	1.4496	44,442	1.4938
10	40,546	1.3629	41,909	1.4087	43,271	1.4545	44,634	1.5003	45,997	1.5461
11	41,965	1.4106	43,375	1.4580	44,786	1.5054	46,197	1.5528	47,607	1.6002
12	43,434	1.4599	44,894	1.5090	46,354	1.5581	47,814	1.6072	49,273	1.6562
13	44,954	1.5110	46,465	1.5618	47,976	1.6126	49,487	1.6634	50,998	1.7142
14	46,527	1.5639	48,091	1.6165	49,655	1.6691	51,219	1.7216	52,783	1.7742
15	48,156	1.6187	49,774	1.6730	51,393	1.7275	53,012	1.7819	54,630	1.8363
16	49,841	1.6753	51,516	1.7316	53,192	1.7879	54,867	1.8443	56,543	1.9006
17	51,586	1.7340	53,320	1.7923	55,054	1.8505	56,788	1.9088	58,522	1.9671
18	53,391	1.7946	55,186	1.8550	56,980	1.9153	58,775	1.9756	60,570	2.0359
19	55,260	1.8575	57,117	1.9199	58,975	1.9823	60,832	2.0448	62,690	2.1072
20	57,194	1.9225	59,116	1.9871	61,039	2.0517	62,961	2.1163	64,884	2.1810

IMPLEMENTATION:

- 1.) One step on the respective salary schedule will be granted for each year full-time service rendered under contract in Sarasota County as a director supervisor, principal, dean or specialist.
- 2.) One step will be granted, up to a maximum of five steps, for each four years of full-time teaching experience either inside or outside the Sarasota County school system.
- 3.) One step will be granted, up to a maximum of five steps, for each year of experience under contract in any accredited educational institution outside Sarasota County as a director, supervisor, principal, dean, specialist, college professor in an appropriate position or other similar positions which may be called by different names.
- 4.) When a person advances from a teaching position to an administrative or supervisory position or from one administrative or supervisory position to another, he/she will be placed on the new schedule according to his/her preparation and experience. One step on the salary schedule will be granted, up to a maximum of five steps, for each year of experience in a lesser administrative or supervisory position or in an appropriate college position either inside or outside of the Sarasota County school system.
- 5.) In the event the above factors do not qualify the person for an increase in salary, he/she will be placed on the step in the salary schedule for the new position which has a daily rate of pay two steps above the daily rate of pay nearest above the daily rate of pay he/she would receive were he/she to continue in the lesser position.
- 6.) No person currently employed in the Sarasota County school system, affected by this salary schedule, shall receive a reduction in salary because of the implementation of this schedule.
- 7.) Full-time service for one day more than half of the contractual period for a position held may be counted as a year of service.
- 8.) To convert from eleven (11) months to a twelve (12) months contract, add 1/11.

SUPPLEMENT SALARY SCHEDULE 1988/89

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. Pre-school Football Coaching Supplements: Head Football Coaches and Assistant Football 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 \$57.00 per day and Assistants will be paid \$47.00 for each day of practice prior to the first regularly scheduled teacher duty day.
3. 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 10 percent of his regular supplement for each week the team advances beyond the district competition.
4. Department Chairpersons in secondary schools, grade level chairpersons and team leaders in elementary schools and middle schools (in teams of three [3] or more teacher units) shall be paid .006 of Step One, 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.

SUPPLEMENT SALARY SCHEDULE 1988/89

5. Curriculum Coordinator, Middle School, will be paid a supplement of \$508.00 per year.
 6. Safety Patrol Sponsor, Elementary School, will be paid a supplement of \$507.00 per year.
 7. Newspaper Sponsor, Elementary School, will be paid a supplement of \$507.00 per year.
 8. Insurance Coordinator will be paid a supplement of \$159.00 per month.
 9. Planetarium Director will be paid a supplement of \$4,304.00 per year.
 10. Any exception to the supplement salary schedule, the allocation of coaching units, or implementation of such exceptions must be approved by the appropriate director.
 11. Supplements will be rounded to the nearest dollar. All salaries paid by the Board are in full compensation for all duties assigned to employees by the Superintendent unless additional compensation is expressly provided by the Board.
- B. A Supplement Committee will be appointed with equal representation of the parties. This Supplement Committee shall complete its recommendations and submit their findings to both parties for consideration and implementation during the 1989-90 school year.

ATHLETIC SUPPLEMENTS

SPORT	Sr. High Index	Middle and/or 9th Grade Index	SPORT	Sr. High Index	Middle and/or 9th Grade Index
Athletic Director	.12	.09	Golf Coach	.07	.05
Assistant Athletic Director	.09	--	Swimming Coach	.08	.05
Athletic Trainer	.14	--	Assistant Swimming Coach	.06	.04
Head Football Coach	.12	.09	Wrestling Coach	.07	.05
Assistant Football Coach	.09	.07	Assistant Wrestling Coach	.05	--
Head Basketball Coach (boys)	.10	.08	Intramurals	.06	.05
Assistant Basketball Coach	.08	.06	Cross Country Coach	.07	--
Head Baseball Coach	.09	--	Girls Basketball Coach	.10	.08
Assistant Baseball Coach	.07	--	Girls Track Coach	.09	.08
Head Track Coach	.09	.08	Girls Softball Coach	.06	.04
Assistant Track Coach	.07	.06	Girls Volleyball Coach	.06	.04
Tennis Coach (boys)	.07	.05	Special Olympics	--	.09
Tennis Coach (girls)	.07	.05	Cheerleader Sponsor	.07	.06

ACTIVITIES SUPPLEMENTS

ACTIVITY	Sr. High Index	Middle Index	ACTIVITY	Sr. High Index	Middle Index
Activities Coordinator	.07	--	Band, concert and marching	.10	--
Dramatics - 1 musical	.04	--	Circus Band	.03	--
2 plays @	.03 each	--	Chorus	.06	--
Dramatics Assistant - 1 musical	.04	--	Stage Band - dances, concerts, musicals, contests	.05	--
2 plays @	.02 each	--	Orchestra - full symphonic, concerts, contests	.04	--
Forensics	.08	--	Academic Olympics Coach	.05	--
Newspaper	.07	--			
Annual	.07	.04			

SAILOR CIRCUS

Administrative Director	.243
Assistant in charge of equipment and property	.108
Assistant in charge of training	.108

BOOKER HIGH PERFORMING ARTS SUPPLEMENTS

Play Director - 1 musical	.05
2 plays @	.04 each
	.035
Vocal Director	.04
Musical Director	.04
Accompanist	.04
Costumer	.02
Technical Director - 1 musical	.05
2 plays @	.04 each
	.035
Dance Director	.08
Assistant Choreographer	.02

APPENDIX B
RULES FOR SABBATICAL LEAVE

1. Any employee who has satisfactorily completed six (6) years of fulltime teaching and/or administrative service in the Sarasota County School District may apply for sabbatical leave.
2. A sabbatical leave may be granted to permit an employee to engage in study, travel study, and/or research.
3. An employee who requests a sabbatical leave for study will be required to enroll as a fulltime student (fulltime student as determined by the institution attended) carrying a full load of academic work at an institution of higher education approved by the appropriate accrediting agency.
4. The application for sabbatical leave, including a plan for study and/or travel study, must be submitted to the Superintendent prior to 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 (3) members appointed by the Superintendent and three (3) 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 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 he has completed an additional six (6) full years of service in the school district.
6. If more than the designated percentage apply (Article XXIII-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 thirty (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 intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his request for leave.
10. The teacher who takes a sabbatical leave shall agree in writing to teach two (2) years in the Sarasota County School District after returning from sabbatical leave, one (1) year in the event of a half (1/2) 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 (1/2) his basic salary. In addition thereto, the Board shall pay the contribution to the appropriate teacher's retirement system required of the person on leave computed on the basic salary of such person for the year on leave. The teacher's insurance benefits provided by the Board will be paid by the Board while the teacher is on sabbatical leave.
12. Fulltime employment during the sabbatical leave by the recipient of the leave shall be prohibited. This does not, however, preclude the recipients' accepting grants, fellowships or remuneration for part time work of any sort which does not interfere with the outlined sabbatical plan.
13. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons prior to the beginning of the leave. The teacher upon returning will be returned to his former position, if available, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall be advanced to the appropriate position on the salary schedule as if he had been in actual service in the Sarasota County School District during the period of sabbatical leave.

APPENDIX C

CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK

1. Membership

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

2. Duration and Replenishment

- a. The sick leave bank will remain in existence until June 30, 1991, or mutually extended.
- b. When the number of unused sick leave days in the bank is reduced to thirty percent (30%) of the number of members of the bank, the bank will be replenished in the following manner:
 - (1) During the two (2) month period following the date when the bank reaches the thirty percent (30%) point, each member will have one-half (1/2) day deducted from his/her personal sick leave account and deposited to the bank.
 - (2) A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
 - (3) A member who chooses to continue participating in the bank will contribute one-half (1/2) day of accrued sick leave to the bank.
 - (4) A member drawing from the bank or in the twenty (20) day waiting period, as hereafter provided, at the time the bank reaches the thirty percent (30%) point, may choose to continue participating in the bank by contributing the next one-half (1/2) day of accrued sick leave to the bank, regardless of whether or not it is earned within the two (2) month period set forth in subsection 2.b (1) above.

3. Administration

- a. The sick leave bank will be administered by the Personnel Department. Forms may be obtained by participating employees from the Personnel Office.
- b. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection 4.b.
- c. The committee will be composed of two (2) voting representatives appointed by the Superintendent, two (2) voting representatives appointed by the Union, and one (1) ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

4. Benefits

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

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

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

- (1) Two (2) or more voting representatives may challenge the medical certification of the applicant.
- (2) Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board.
- (3) The panel doctor will examine the challenged applicant and review pertinent files and records.
- (4) If the panel doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.
- (5) If the panel doctor disagrees with the medical certification of the applicant, the two (2) doctors will choose a third (3rd) doctor of their choice.
- (6) The third (3rd) doctor will examine the challenged applicant and review pertinent files and records.
- (7) If the third (3rd) doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.
- (8) If the third (3rd) doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.

- (9) Other than as set forth in this subsection (b.2), no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third (3rd) doctor.
- (10) The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third (3rd) doctor will be borne by the Board. If at any time the costs of the panel and third (3rd) doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this Section 4, b, (10).

5. Discontinuation

Within two (2) months after the expiration of the sick leave bank (June 30, 1991), unused sick leave in the bank will be distributed in the following manner, if legally permissible:

- a. Notwithstanding the termination date of the bank, members either currently drawing benefits from the bank or in the twenty (20) days waiting period on June 30, 1988, will receive benefits from the bank according to their medical certifications.
- b. Thereafter, if the number of unused sick leave days in the bank exceeds the number of members in the bank, each member will receive one (1) of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding the number of members in the bank will not be returned to employees and will be removed from the records of the Board.
- c. If the number of unused sick leave days in the bank is equal to the number of members in the bank, each member will receive one (1) of the unused days to be credited to his personal accumulated sick leave account.
- d. If the number of unused sick leave days in the bank is more than one-half (1/2) but less than equal to the number of members in the bank, each member will receive one-half (1/2) of one (1) of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding one-half (1/2) the number of members in the bank will not be returned to employees and will be removed from the records of the Board.
- e. If the number of unused sick leave days in the bank is equal to one-half (1/2) the number of members in the bank, each member will receive one-half (1/2) of one (1) of the unused days to be credited to his/her personal sick leave account.
- f. If the number of unused sick leave days in the bank is less than one-half (1/2) of the number of members in the bank, all of the unused days will not be returned to employees and will be removed from the records of the Board.

APPENDIX D
PERFORMANCE EVALUATION FORMS

APPENDIX D - PERFORMANCE EVALUATION FORMS

APPENDIX E
STUDENT DISCIPLINE REFERRAL FORM

APPENDIX F

SCHOOL-BASED MANAGEMENT/SHARED DECISION MAKING

APPENDIX F - SCHOOL-BASED MANAGEMENT/SHARED DECISION MAKING

1. Organization: Each cost center shall determine the organization and structure of its decision making structure. Administrators, instructional and classified staff, parent leaders and student (9-12) leaders shall agree on (a) cost center improvement goals and (b) whether to use a hierarchical or shared decision making model. A two-thirds (2/3) favorable ballot by staff, parent leaders and student leaders shall be used for this purpose.

For those cost centers utilizing School-Based Management/Shared Decision Making, the following procedures will apply:

- a. Individual Cost Centers: the shared decision making team should be structured to meet the unique needs of each cost center. Its size should be functional but large enough to represent cost center's administrators, certified and classified staff, parents, community and students (9-12). Its members shall be selected by peers.

The shared decision making team shall make decisions on cost center site policies and procedures through a consensus development approach.

A significant responsibility of the shared decision making team shall be its participation in the cost center's strategic planning process. In assuming this role, greater flexibility will be provided to the site in its use and management of human and material resources.

- b. District Management Team: The DMT shall be comprised of the Superintendent, SC/TA President, PTA Council President or designee, Jt. SAC Chairman designee, two (2) Student Government Presidents or designees, five (5) SC/TA instructional staff, three (3) SC/TA classified staff, and four (4) school principals.

A role of the DMT shall be to review cost center strategic plans, and to support requests for waivers of School Board Rules or contract provisions, forwarding all such plans and requests to the School Board for approval and, in the case of contract waivers, also to the bargaining unit for approval. Additionally, the District Management Team shall be used as a mediating body to assist in resolving issues that arise as cost centers become more involved in shared decision making.

The DMT will also serve in an advisory role to the School Board on policy matters that come before the Board.

2. Traditional organization: Cost Centers choosing to utilize a hierarchical model shall continue to employ appointed staff leaders, Faculty Council and Working Conditions Committees, parent and student groups in their traditional advisory roles.

APPENDIX G
GRIEVANCE REFERRAL FORM

APPENDIX G - GRIEVANCE REFERRAL FORM

NAME OF GRIEVANT _____ GRIEVANCE NO. _____

ARTICLE(S) _____, SECTION(S) _____ DATE ALLEGED GRIEVANCE OCCURRED _____
 _____,
 _____,

WORKSITE _____ TO WHOM SUBMITTED _____

DESCRIPTION OF GRIEVANCE: _____

CORRECTIVE ACTION REQUESTED BY GRIEVANT: _____

<u>DATE FILED</u>	<u>HEARING DATE</u>	<u>RESPONSE DATE</u>
INFORMAL _____	INFORMAL _____	INFORMAL _____
STEP I _____	STEP I _____	STEP I _____
STEP II _____	STEP II _____	STEP II _____
STEP IIA _____	STEP IIA _____	STEP IIA _____
STEP III _____	STEP III _____	STEP III _____

<u>RESOLUTION</u>	<u>GRIEVANT ACCEPTED/REJECTED</u>	<u>ADMINISTRATION SUSTAINED/DENIED</u>
INFORMAL _____	_____	_____
STEP I _____	_____	_____
STEP II _____	_____	_____
STEP IIA _____	_____	_____
STEP III _____	_____	_____

STEP I	_____	_____
	Signature of Administrator	Date
	_____	_____
	Signature of Grievant	Date
STEP II	_____	_____
	Signature of Administrator	Date
	_____	_____
	Signature of Grievant	Date
STEP IIA	_____	_____
	Signature of Administrator	Date
	_____	_____
	Signature of Grievant	Date
STEP III	_____	_____
	Signature of Hearing Officer	Date
	_____	_____
	Signature of Grievant	Date

APPENDIX H

SUMMER SCHOOL AMENDMENT
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY
AND
THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION
FOR INSTRUCTIONAL EMPLOYEES

APPENDIX H - SUMMER SCHOOL

I. 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 between the parties for the period from July 1, 1985 through June 30, 1988, provided however, that adoption of this summer school agreement shall not require retroactive application or interpretation of any of the terms, conditions, provisions or requirements of the main agreement, and provided further that 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.

II. 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. Any unused sick day earned during the 1986 summer school may be added to the teacher's current accumulation.

III. 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 (5) 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. 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 available at that school, the teacher with the greater seniority will be selected. 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 employee(s) affected.

APPENDIX H - SUMMER SCHOOL (Continued)

IV. Teachers employed during the 1987 summer school will receive a salary increase of 8.5% in addition to that compensation already received.

V. Teachers employed during the 1987 summer school will receive one (1) additional sick day which will be added to their existing sick leave accumulation. This additional sick leave day is being granted for the 1987 year only, and will be prorated where appropriate.

VI. Parity - The two parties agree to reach parity with respect to the utilization of the regular school year full daily rate within two years. during the first year (1988 summer school) the parties agree to move 50% toward parity which includes the implementation of a ninth step. For the 1989 summer school, full parity will be realized which includes a tenth step. The summer school salary schedule daily rate will be equivalent to the teacher salary schedule daily rate of the immediate past year. (e.g., - 1988-89 salary schedule is the 1989 summer school schedule.)

VII. 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.

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

APRIL 24, 1989

JUL 13 1989

Superintendent
Sarasota County School District
2418 Hatton Street
Sarasota, FL. 33577

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Sarasota Cnty Fl Bd of Educ Teachers

WITH SINGLE INDEPENDENT ASSOCIATION
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code