2017-2020 Collective Bargaining Agreement

Between

Florida State University, Board of Trustees

And

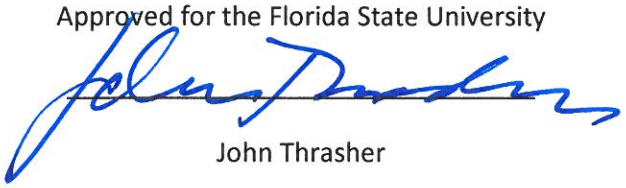
Florida State University Schools, Inc.,

Board of Directors

And the

United Faculty of Florida

Approved for the Florida State University



John Thrasher

President, Florida State University

5/1/18

Date

2017-2020 Collective Bargaining Agreement

Between

Florida State University, Board of Trustees

And

Florida State University Schools, Inc.,

Board of Directors

And the United Faculty of Florida

Approved for Florida State University Schools, Inc.:

Ms. Jann Tucker-Pettway

Chairman, Florida State University Schools Inc.,

Jon C. Moyle

FSUS Chief Negotiator

April 30, 2018

Date

2017-2020 Collective Bargaining Agreement

Between

Florida State University, Board of Trustees

And

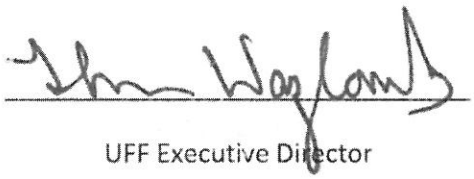
Florida State University Schools, Inc.,

Board of Directors

And the

United Faculty of Florida

Approved for the United Faculty of Florida



UFF Executive Director

4/24/18

Date

COLLECTIVE BARGAINING AGREEMENT

Florida State University

Florida State University Schools, Inc.

United Faculty of Florida

2017-2020

TABLE OF CONTENTS

Article		Page
	Preamble	3
1	Recognition and Definitions	4
2	Negotiations	6
3	Management Rights	7
4	No-Strike Clause	8
5	Grievance Procedure	9
6	Professional Assignments and Working Conditions	14
7	Class Size - Class Load – Teaching Periods	18
8	Curriculum and Instruction	19
9	Employee Authority and Protection	20
10	Nondiscrimination	23
11	Employee Evaluation	24
12	Vacancies, Reassignments and Non-Reappointment	28
13	Layoff and Recall	29
14	Emergency School Closing	32
15	Academic Freedom	33
16	Political Activity	34
17	Compensation	35
18	Payroll Deductions	38
19	Employee Work Year	39
20	Conflicts Among Rules, Policies & Procedures and this Agreement	40
21	School Improvement and Accountability	41
22	Severability	42
23	Change in Joint Employer Certification	43
24	Sabbaticals	44
25	Union and Employee Rights and Responsibilities	45
26	Promotion	47
27	Continuing Status	51
28	Leaves	53
29	Totality of Agreement, Reopening of Agreement, Term of Agreement	67

Appendices

A.	Bargaining Unit Job Classifications	A
B.	Grievance Forms	B
C.	UFF Membership Dues	C
D.	Salary Schedule	D
E.	Marzano Evaluation Procedures	E
F.	Salary Supplements	F
G.	2015-2016 Pay for Performance Formula	G

PREAMBLE

This Collective Bargaining Agreement ("Agreement"), effective upon the date of ratification by the last party to this Agreement, by and between Florida State University and the Board of Directors of the Florida State University Schools, Inc., hereinafter called the "Joint Employer," and the United Faculty of Florida, an affiliate of the Florida Education Association, hereinafter called "UFF."

WITNESSETH:

WHEREAS, the Joint Employer and the UFF recognize and declare that providing a quality education for the students of Florida State University Schools (FSUS) is their mutual aim; and

WHEREAS, the parties have adopted a collaborative way of work and believe that teachers and administrators can work together with mutual respect and trust to make decisions and resolve problems; and

WHEREAS, the quality of education depends upon a number of factors, one of which includes the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are qualified to assist and advise in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Joint Employer and the UFF (as the exclusive representative of the employees) have negotiated an Agreement in good faith with respect to salaries, hours, and terms and conditions of employment and now desire to execute this Agreement covering such; and

WHEREAS, the parties, following extended and deliberate negotiation, have reached certain understanding that they desire to affirm in this Agreement and, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION AND DEFINITIONS

1.01 The Board, as defined herein, recognizes the United Faculty of Florida as the exclusive bargaining representative of the bargaining unit comprised of part-time and full-time employees in job classifications certified by the Florida Public Employee Relations Commission agreed to by the parties. A listing of these bargaining unit classifications as of the date of ratification of this Agreement is contained in Appendix A.

1.02 Definitions

A. "Board" means the Board of Directors of Florida State University Schools, Inc. and the Board of Trustees of Florida State University or its lawful designee in accordance with the Joint Employer certification by the Public Employees Relations Commission (PERC). Should the PERC certification change to a sole public employer at some time in the future as described in Article 23, the Agreement would continue in effect for the life of the Agreement with the sole public employer defined by PERC.

B. "Days" means days in an employee's work year as defined in Article 19, unless specifically amended in context.

C. "Director" means the Director of Florida State University School, Inc. or his/her designee.

D. "Employee" or "bargaining unit member" means an individual employed in a classification included in the bargaining unit represented by the United Faculty of Florida (UFF) and covered by this Agreement (see Appendix A).

E. "Excluded Employee" means an individual employed in a job classification not included in the bargaining unit represented by UFF (see Appendix A).

F. "Florida State University Schools (FSUS)" means the Developmental Research School authorized by Florida Statute 1002.32 which is a development research school of Florida State University of which bargaining unit members are employed and which has been established as a charter school pursuant to an agreement signed by Florida State University and Florida State University School, Inc.

G. "FSU" means Florida State University.

H. "FSUS" means the Florida State University School, Inc.

I. "Joint Employer" means, for the purposes of this Agreement, the employer of the bargaining unit members, which is FSU and FSUS jointly.

J. "Semester" means the period of approximately 18 weeks of which there are two, that, when combined together constitute the academic year and period of employment during a calendar year.

K. "Student Time" means time spent providing classroom instruction, planning, or conferring with students, parents or administrators.

L. "UFF" means the authorized representative(s) of the United Faculty of Florida.

M. "Work Day" means the time in which bargaining unit members are to be on campus at Florida State University Schools (FSUS), which shall commence at 7:30 a.m., and end at 3:30 p.m.

ARTICLE 2

NEGOTIATIONS

2.01 The parties may agree by mutual written consent to discuss matters not specifically covered by this Agreement, but of concern to the parties. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering an attempt to resolve any such matters.

2.02 Consultations. Representatives of the parties will meet upon the written request of either party during the term of the Agreement at a time convenient to all parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or grievance procedures.

2.03 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees in the bargaining unit voting on the Agreement.

2.04 The Board and UFF agree to maintain a philosophy of "collaborative" contract negotiations. These negotiations shall include the following:

A. The formation of a Joint Negotiations Team comprised of the appointed representatives of the Board and UFF, respectively.

B. The Joint Negotiations Team negotiation sessions shall include Board and UFF representatives who serve as Chief Negotiators.

C. Negotiation sessions shall be open discussions of all issues brought forth by either party as subjects of negotiation as agreed in the ground rules provided and agreed to in the parties' initial meeting for consideration by the entire Joint Negotiations Team.

D. Tentative agreement language to be presented for ratification will be the final work product of the Joint Negotiations Team. The Board and UFF will each retain an original copy of the signed tentative agreement language.

2.05 All proposals and counterproposals, introduced by either party with the intent to amend the Agreement, shall be reduced to writing.

2.06 Any cost incurred during negotiations will be shared equally by the Board and UFF. Copies of this "Collective Bargaining Agreement" between the Joint Employer and UFF shall be printed at the expense of the Joint Employer within sixty (60) days after ratification. The Joint Employer shall be responsible for the distribution of the Agreement to employees and, in addition, shall furnish 25 copies to the UFF for its use.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 FSUS and FSU retain and reserve all rights, powers, and authority vested in them, including the right to plan, manage, and control Florida State University Schools (FSUS). FSUS retains and reserves in all respects the right to plan, manage and control the day to day operations of Florida State University Schools (FSUS), and all related ordinary and customary functions of management in carrying out said day to day operations.

3.02 All such rights, powers and authorities are retained by FSU and FSUS, subject to the limitations imposed by this Agreement. Only violations of such limitations shall be subject to the Grievance Procedure set forth in this Agreement.

3.03 UFF and the Joint Employer recognize that Florida State University Schools (FSUS) is a developmental research school authorized pursuant to Section 1002.32, Florida Statutes, and a charter school as authorized by Section 1002.33, Florida Statutes, with FSU serving as Florida State University Schools (FSUS)'s sponsor pursuant to Section 1002.33(5) (a) 2. As such, Florida State University Schools (FSUS) has unique responsibilities, characteristics and mission objectives as set forth by the Legislature and Charter Agreement.

ARTICLE 4

NO-STRIKE CLAUSE

4.01 UFF agrees and affirms that it will not participate in or encourage members of the bargaining unit to strike against the Joint Employers for the duration of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article. The parties encourage open communications between administrators and employees so that use of the grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step of the grievance process, the participants are encouraged to pursue appropriate methods of dispute resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures set forth herein shall be the sole and exclusive method for resolving the grievances of employees.

5.02 Definitions.

A. "Grievance" shall mean a dispute filed on a form attached hereto as Appendix B~~)~~ involving the interpretation or application of a provision(s) of this Agreement, or involving whether an action to discipline an employee or dismiss an employee who is a member of the bargaining unit was taken for just cause. All grievances are to be filed on a form as provided in this Agreement and attached hereto as Appendix B.

B. "Grievant" shall mean any employee, or group of employees, who have filed a grievance or UFF to the extent that the action for which a grievance is filed relates to a provision of the Agreement which specifically confers independent rights to UFF.

C. "Day" shall mean consecutive days, including weekends and holidays. If the last day for an action to occur falls on a weekend or state-recognized holiday, the action shall be due on the following work day.

D. "Grievance Forms". Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form and signed by the grievant(s). All grievance forms shall be dated and date stamped when received. The grievance forms may be filed in person, certified U.S. mail, return receipt requested, or other recognized means of delivery.

5.03 Resort to Other Procedures.

A. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Joint Employer shall have no obligation to proceed further with the matter pursuant to this grievance procedure.

B. As an exception to the provisions of paragraph 5.03(A) above, a grievant may file an Equal Employment Opportunity Commission (EEOC) charge while the grievance is in progress when

such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C., s.2000e et seq. Furthermore, an employee may seek resolution of a dispute through informal resolution prior to filing a grievance and may request an extension of the time limits for initial filing of the grievance for this purpose. The grant of any such extension of time must be in writing.

5.04 Representation and Appearances.

A. An employee shall choose at Step 1 and Step 2 to represent him/herself or to be represented by a UFF Representative. UFF shall not be required to process grievances for employees who are not its members. An employee may also choose to be represented by an attorney who is licensed to practice law in Florida by The Florida Bar.

1. UFF shall not be bound by a grievance decision in a grievance in which the grievant chooses not to be represented by UFF.

2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Agreement. At any meeting at which the grievant's attendance is sought or necessary, UFF shall have the right to be present at any such meeting.

B. When a grievant participates during working hours in a grievance meeting between the grievant and the Principal or Director, or in an arbitration proceeding, the grievant shall be provided temporary duty for such meeting/proceeding after providing the Principal or Director with a written request for temporary duty at least two (2) business days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.

C. When a grievant is represented by UFF, the UFF grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant. The UFF grievance representative shall provide the Principal or Director with a written request for temporary duty at least two (2) business days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the UFF representative's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines. UFF shall be limited to one representative to assist the employee.

D. Time spent by grievant and UFF representatives investigating and processing grievances shall not be counted as time worked.

5.05 Burden of Proof. In all grievances, except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary proceedings, the burden of proof shall be on the Joint Employer. The standard of proof in all matters shall be established by a preponderance of the evidence.

5.06 Formal Grievance Procedure.

A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 5.01 above, a formal grievance may be filed under this Section.

B. Time Limits.

1. The time limits provided in this Article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Principal or Director shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2. Upon failure of management to provide a decision within the time limits provided in this Article, the grievant where appropriate, or UFF where appropriate, may proceed to the next step. Upon failure of the grievant, where appropriate, to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.

3. Upon written agreement of the parties, any step in this procedure may be waived.

4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless the grievance is of a continuous nature and is otherwise timely and appropriately filed.

C. STEP 1. Submission of Grievance to Principal. A grievance shall be filed with the employee's principal on the Step I grievance form (see Appendix B) within thirty (30) days following the occurrence of the alleged violation of the Agreement, or the date on which the employee knew or reasonably should have known of the occurrence if that date is later. The grievance shall state the facts giving rise to the alleged violation, the specific section of the Agreement alleged to have been violated, the employee's contention with respect to these provisions, the specific relief sought, and shall be signed by the grievant. Within fifteen (15) days after receiving the grievance, the principal shall schedule a time to meet with the grievant and his/her representative. Within fifteen (15) days after this meeting, the principal shall communicate his/her decision in writing to the grievant and the grievant's representative.

D. STEP 2. Submission of Grievance to Director. If the grievant is not satisfied with the decision at Step 1, he/she may, within fifteen (15) days following receipt of the Step 1 decision or following the date on which the Step 1 decision was due if no decision is provided, file a written request for review of the Step 1 decision with the Director or his/her designee on the appropriate form (see Appendix B). The Director or his/her designee may meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a decision. Within fifteen (15) days of the receipt of the grievance at Step 2, the Director or his/her designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.

E. STEP 3. Arbitration.

1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.

2. Filing.

a. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, within fifteen (15) days following receipt of the Step 2 decision or following the date on which the Step 2 decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Director or his/her designee on the form provided in Appendix B.

b. A grievance filed at Step 3 on which no action has been taken by the UFF for fifteen (15) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.

3. Disclosure of Information. Neither the Principal or Director nor the UFF shall be permitted to assert in an arbitration proceeding any grounds or issues not previously disclosed in writing at least five (5) days prior to the commencement of the arbitration proceeding.

4. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Agreement. The date for the arbitration hearing shall be scheduled within fifteen (15) days following selection of the arbitrator. The arbitration hearing shall be held within sixty (60) days after the selection of the arbitrator.

5. Authority of the Arbitrator.

a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or substitute his/her judgment for that of management. Arbitration shall be confined to the application and interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.

b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Principal and/or the Director and their designees as provided in law and rule, and shall so construe such responsibilities, except as they may be specifically conditioned by this Agreement.

c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask an appropriate court to vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.

d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than fifteen (15) days prior to the date the grievance was initially filed.

6. Fees and Expenses. The fees and expenses of the arbitrator shall be the responsibility of the party that does not prevail in the arbitration proceeding and the issue of who is the prevailing party shall be an issue submitted for arbitration. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript. The requesting party shall, at its expense, provide a photocopy of the transcript to the other party within five (5) workdays after receiving a copy of the transcript from the reporter.

F. Processing. The Principal or Director will respond to all grievances filed. Grievances may be denied if not filed in accordance with this Article.

5.07 Precedent. No complaint informally resolved, or grievance resolved at either Steps 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Director and UFF.

5.08 Documents. The grievant or his/her representative shall be provided, upon written request, with a copy of any identifiable document relevant to the grievance and will be charged a reasonable cost for such materials. All written materials dealing with the processing of a grievance shall be filed separately from the grievant' s personnel file, except an arbitration decision or a settlement agreement that requires personnel action(s) that affect the grievant may be filed with the grievant' s personnel file.

5.09 Notwithstanding the expiration of this Agreement, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

5.10 Reprisal. The Principal or Director shall not engage in reprisal, coercion, or discrimination against a grievant, witness, grievance representative, or any other participant in the complaint or grievance procedure by reason of such participation.

5.11 Grievance Against the Director. Any grievance filed against the Director shall follow the process set forth in this article, except that Step 1, submission of grievance to the principal, will not occur, and the grievance shall be submitted directly to the Director in accordance with time frames established in Step 1.

ARTICLE 6

PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

6.01 Employee Workday and Workweek.

A. Employee Workday.

1. Except as may be otherwise provided, the employee workday begins thirty (30) minutes prior to the start of school for students. The beginning and ending of school is the decision of FSUS and will be made to accommodate operating needs. The normal workday for employees shall be eight (8) consecutive hours.

2. The workday shall include:

a. Lunch Period. Employees shall have a duty-free lunch period equal to the student lunch period. For employees who volunteer or who are assigned to serve lunch duty, duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to provide the equal duty-free time immediately before or immediately after the lunch duties. On planning days, the lunch period shall be one (1) hour.

b. Planning/Preparation Period.

1. Middle and high school employees shall be provided with at least two (2) fifty (50) minute planning periods during each workday. Elementary school employees shall be provided with at least seven (7) hours of planning time during each workweek. Principals shall make reasonable efforts, consistent with staffing and program needs, to provide such elementary school employees with at least forty (40) consecutive minutes of planning time during the workday. The Director or Principal may temporarily alter or adjust planning periods to address unforeseen emergency situations that may arise from time to time.

B. Employee Workweek. The normal workweek shall not exceed five (5) consecutive working days, Monday through Friday, in a seven (7) day week or a total of forty (40) hours during that workweek, and those professional duties as prescribed in Section 6.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the Principal or Director.

6.02 Employee Assignments.

A. General.

1. All professional duties shall be assigned to employees by the Principal or Director in a fair and equitable manner.

2. The Principal or Director or his/her designee shall provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties. The Principal or Director is able to assign and schedule duties or activities as the need arises.

B. Assignments Within the Normal Workday.

1. Employee activity/duty assignments within the workday shall be determined by the Principal or Director.

2. Employees shall be given the opportunity to have input into developing their teaching schedules. The decision on the work schedule belongs, however, to the Principal or Director.

3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Reasonable efforts shall be made to provide assignments at the beginning of the school year in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. Reasonable efforts shall be made to make all other assignments in writing two weeks in advance of the scheduled duty. Assignments may be made later than these dates due to unforeseen circumstances.

4. Assignments may be revised as needed.

C. Assignments Beyond the Normal Workday and Workweek.

1. No employee shall be required to stay beyond the normal workday or to participate in activities outside the normal workweek without being assigned a specific professional duty. Professional duties may include school level assignments such as job-related meetings, committees, conferences, Parent Teacher Student Association (PTSA) meetings, supervisory assignments, and other duties as determined by the Principal or Director.

2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty.

3. Extracurricular Activities. Employee participation in extracurricular activities after the workday for which compensation is not provided shall be strictly voluntary.

6.03 In-Service Activities.

A. In-service activities are designed to improve the professional growth of all employees. In-service attendance shall be voluntary unless it is:

- Mandated by the State or Federal Government;
- Required by the Principal or Director to meet a need for professional growth as documented in the Individual Professional Development Plan, the School Improvement Plan, or in other appropriate documents.

6.04 Compensatory Time. Compensatory time shall be granted when the following provisions are met:

A. Earning of Compensatory Time.

1. Compensatory time shall be earned only for duties assigned specifically in advance by the Principal or Director beyond the contractual teaching day as required or essential to the stated objectives of a course or program.

2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.

3. The nature of employee assignments beyond the normal workday, for which compensatory time will be granted, shall be determined by the Principal or Director. Assignments may be revised as needed.

4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, parent-teacher organization meetings and activities, and school open houses.

B. Use of Compensatory Time.

1. Previously earned compensatory time may only be used with the prior written approval of the Principal or Director on planning days, including pre- and post-planning nonstudent days, and at the end of the regular school day after student hours or at such other times as would not require a substitute. The Principal or Director shall make a reasonable effort to allow employees to use compensatory time during the school year.

2. All unused compensatory time will lapse at the end of the annual employee contract year or upon the resignation of the employee.

3. No monetary reimbursement shall be awarded for compensatory time.

6.05 Faculty Meetings. Faculty meetings, attendance at which may be required, may be called at the discretion of the Principal or Director.

6.06 Rules and Policies.

A. Except as may be otherwise provided, employees shall comply with rules and policies adopted by the Board of Florida State University Schools, Inc. and shall perform all duties assigned by their Principal or Director. If a rule or policy expressly and directly conflicts with an article of this Agreement, this Agreement shall control.

B. Rules or policies adopted, prescribed, or formulated by the Board of Florida State University Schools, Inc. shall be made available to employees through the school website.

6.07 Health and Safety.

A. Management shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.

B. The Principal or Director shall make his/her buildings and grounds as safe as possible and shall be responsible for enforcing all state statutes, and rules adopted by the Board. Any employee whose physical safety is threatened, either orally or in writing, shall report the occurrence in writing to the Principal or Director within twenty-four (24) hours of such threat. The Principal or Director shall take appropriate action.

C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facility to their Principal or Director. The Principal or Director will promptly investigate and attempt to have corrected conditions that he/she determines to be hazardous or potentially dangerous.

D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the Principal or Director of the situation.

E. Employees shall promptly report suspicious circumstances to the Principal or Director for prompt investigation and appropriate response.

6.08 Classroom Observations. Observations of an employee's class by persons other than school personnel shall be allowed, as the school is created by state statute as a laboratory school and a charter school. As such, the locations at which students receive instruction are not only classrooms, but laboratories that seek the advancement of learning. Observations may occur at any time. However, best efforts shall be used to notify the affected employees in advance of any observations. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the Principal or Director.

6.09 Employees will be expected to exercise reasonable control, under the direction of the Principal or Director, of textbooks, supplies, or equipment assigned to them.

6.10 Teachers shall have a minimum of three (3) working days at the end of each grading period to submit grades. The final grading period of the year shall be excluded from the above provision. Except as provided herein, grades will be due when announced by the Principal or Director.

6.11 A student's IEP/Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. The Principal or Director shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs or AIPs.

ARTICLE 7

CLASS SIZE - CLASS LOAD - TEACHING PERIODS

7.01 The Principal or Director, consistent with considerations of scheduling, curriculum, and student needs and preferences, shall work to balance the load between employees teaching identical courses. Class size shall not be used as a punitive measure against an employee.

7.02 Any employee whose assignment consists primarily of student instruction shall not be required to teach an instructional supervisory load that consists of more than five (5) fifty (50) minute periods of pupil-teacher contact time. An employee shall not have more than three (3) different course preparations. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where such assignments constitute the majority of the employee's assigned duties.

7.03 Elementary art, music, foreign language and physical education employees shall not be required to teach more than six (6) instructional periods per day.

7.04 All elementary instructional employees shall have no more than twenty-eight (28) clock hours of pupil contact teaching assignments per week, not including individual student conferences that may be scheduled by the employee during relief periods.

7.05 When an employee has a concern regarding section 7.02, the employee shall communicate in writing the concern to the Principal. Upon request, the Principal and employee shall meet to discuss the concern and, if appropriate, explore alternative solutions. If the concerns of the employee are not addressed to his/her satisfaction, the employee may request in writing a meeting with the Director; the employee may also request that a UFF representative be present at the meeting. The meeting shall be scheduled within five (5) days of the written request. The Director will forward the decision to the employee within five (5) days of the meeting.

7.06 Notwithstanding any other provision of this Agreement, Employees may agree to be assigned to teach more than five (5) contact hours. However, the Joint Employer will not require an employee to teach more than five (5) contact hours. The pay for those teaching an extra class for the year shall be compensated as follows: the annual contracted salary plus any supplement paid due to higher degree divided by eight. (the supplement listed in Appendix F as "supplements for FSUS" will be excluded from this calculation.)

ARTICLE 8

CURRICULUM AND INSTRUCTION

8.01 The Board shall approve a budget which shall provide funding to provide teacher reference material. The determination of material to be purchased shall be made by the Principal or Director after consultation with the faculty.

8.02 Florida State University Schools (FSUS) agrees to make available in each school word processing and reproduction capabilities to aid employees in their preparation of instructional materials. Management may place limits on the use of photocopy facilities.

8.03 Employees will be provided with an appropriate budget to purchase supplies and teaching materials to teach the courses assigned. Employees shall not be required to purchase supplies, textbooks, materials, or equipment from their personal funds.

8.04 Audio-visual equipment shall be available in each school for classroom use.

ARTICLE 9

EMPLOYEE AUTHORITY AND PROTECTION

9.01 Employee Discipline.

A. No employee shall be disciplined without just cause. Disciplinary sanctions shall be limited to the following: oral reprimand, written reprimand, suspension without pay and termination.

B. If disciplinary action in the form of a termination or suspension without pay is to be taken against an employee, the Principal or Director shall give the employee a reasonable opportunity to meet to review the information on which the discipline is to be based and allow the employee an opportunity to provide written or oral information addressing the proposed action.

C. Discipline administered by a Principal or Director as set forth in Paragraph A above shall be subject to the grievance process as set forth in Article 5. If a grievance decision is rendered against the employee, the employee shall have an opportunity to respond in writing to any record that appears in the personnel file.

D. An employee may request that a UFF representative be present during any disciplinary investigation meeting at which the employee is being questioned relative to alleged misconduct of the employee. Upon such a request being made, such meeting shall be delayed for up to twenty four (24) hours to allow the employee to attain such representation.

9.02 Classroom Discipline and Control. The Principal or Director agrees to give support and assistance to employees with respect to control and discipline in the classroom. The Principal or Director additionally agrees to provide a written statement governing the use of punishment of students to all employees not later than the first week of each school year. In keeping with those guidelines, an employee may impose customary classroom discipline where necessary. Customary classroom discipline does not include corporal punishment, which will not be permitted. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employees.

9.03 Zero Tolerance. Florida State University Schools (FSUS) is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts.

9.04 Assaults on Employees - Reporting Crimes of Violence. Any case of assault on an employee shall be promptly reported to the Principal or Director or his/her designee.

9.05 Removal of Students from the Classroom.

A. An administrator or a designated person shall be in the building at all times when students are present to handle discipline problems and emergencies. An employee may:

1. Send a student to the Principal's office, or his/her designee, to maintain effective discipline in the classroom. The Principal shall respond by employing appropriate discipline-management techniques consistent with the student code of conduct under Section 1006.07, F.S.

2. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.

3. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate resources, as deemed appropriate, after consultation with the Principal.

4. Remove a student from class (see paragraph 5 below for provisions relevant to ESE students) whose behavior the employee determines is so unruly, disruptive, uncontrollable, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. If an employee has such a student removed from class, the Principal or Director may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program as provided by Section 1003.53, F.S., or the Principal or Director may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The Principal or Director, or his/her designee, may not return the student to that employee's class without the employee's consent unless the committee, established under Section 1003.32, F.S. (see provisions stated below), determines that such placement is the best or only available alternative. The employee and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

a. The provisions of Section 1003.32(6), F.S., providing for a Placement Review Committee are as follows: Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership must include at least the following:

- Two teachers, one selected by the school's faculty and one selected by the teacher who removed the student; and

- One member from the school's staff who is selected by the Principal.

The teacher who withheld consent to readmitting the student may not serve on the committee.

b. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Director.

5. Have an ESE student removed from class for behavior that is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate upon compliance with the provisions of State Board Rule 6A-6.0331 addressing ESE students.

B. An employee who removes twenty-five percent (25%) or more of his/her total class enrollment shall be required to complete professional development to improve classroom management skills.

9.06 The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning the students. These records shall contain infractions with dates and action taken.

9.07 Personnel File

A. Derogatory material as reasonably determined by management relating to work performance or other matters that may be cause for discipline that are to be placed in an employee's personnel file are to be provided to the employee by personal delivery or mail. The employee may respond in writing to the derogatory material, which response shall be attached to the material in the file.

B. Employees may review and copy, on an annual basis without charge, the materials in their personnel file under conditions necessary to provide for its integrity and safekeeping.

C. There shall be no anonymous material contained in the Personnel File. The employer shall provide a copy of any document placed in a family members file upon request.

9.08 Defense and Indemnity. If in the lawful performance of his/her prescribed duties an employee is complained against or sued, as a result of any action taken by him/her, the Joint Employer agrees to exercise its obligation to defend and indemnify the employee as required by law and to the extent the Division of Risk Management of the State of Florida determines it is obligated to provide such defense or indemnity.

B. There shall be no anonymous material contained in the Personnel File. The employee shall provide a copy of any document placed in a faculty member's file upon request.

ARTICLE 10

NONDISCRIMINATION

10.01 Statement of Intent: The Joint Employer and UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize the obligations under federal and state law prohibiting discrimination. The parties acknowledge that personnel decisions shall be based solely on job-related criteria and performance.

ARTICLE 11

EMPLOYEE EVALUATION

11.01 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration, and that the evaluation process is designed to improve the quality of service performed by the employees and is not designed to be used as a punitive measure. The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties agree the following guidelines should be used to accomplish these goals with employees.

A. During preplanning, or at commencement of employment, all employees will be provided a copy of the evaluation criteria and the form(s) to be used, or made aware that this information can be located at the Florida State University Schools (FSUS) website. An explanation and discussion of the evaluation process shall accompany this distribution.

B. Selection of the appropriate employee assessment instrument shall be the responsibility of the Principal or Director. The selection of the instrument and process for use with employees shall be made after consultation with UFF. The instrument selected may be changed by the Principal or Director only during the first semester of the school year, with advance notice and the reasons therefore provided to the affected employee(s).

C. UFF asserts that it has agreed to the provisions of this Article with great reluctance, and believes that the following terms may hinder the educational process. However, UFF recognizes that state law requires it to negotiate certain provisions to be compliant with state law. FSUS asserts that it fully intends to comply with state law in managing and overseeing the day-to-day operations, functions and management responsibilities of the school, and that FSUS intends for this section, and the entire Collective Bargaining Agreement, to comply with state law. To the extent there is a conflict or ambiguity between state law and this Agreement, the requirements of state law will control.

D. It is acknowledged that the current employee assessment instrument is based on the Florida model of the Performance Evaluation System which is grounded in the work of Robert Marzano and aligned with the Florida Educator Accomplished Practices (FEAPs – revised as of December 17, 2010). A copy of this assessment instrument is attached as Appendix E to this Agreement. It is further acknowledged that, to the extent there is a conflict or ambiguity between the attached assessment instrument and this Collective Bargaining Agreement, the Collective Bargaining Agreement will control and govern. Accordingly, the parties have agreed that the following language, clarifying in nature, will control and govern:

E. The following operational definitions are provided:

1. Stakeholders: Administrators and Teachers.

2. Professional Learning Partner ("PLP"): Teacher peers serving in the role of peer review and feedback;

3. State Assessments: Any standardized state approved assessment for a given subject;

4. District Assessments: A district created and/or approved assessment for a given subject across the district in a given subject area;

5. Value-Added State model: Formula developed by the state to measure student learning growth;

6. Three years of data: Current year plus two immediately preceding years;

7. Teacher Evaluation System ("TES"): The term for the overall evaluation of an FSUS teacher;

8. Learning Targets: Locally agreed upon goals for measurement of student progress;

9. Unsatisfactory Performance: The final Summative Teacher Evaluation Score that will correspond to the following:

a. The Final Summative Teacher Evaluation score will be determined using three scores – Student Growth, Instructional Practice and Professional Development (IPDP). The Student Growth Score shall count as 35%, the Instructional Practice score shall count as 40% and the Professional Development (IPDP) score shall count as 25%, respectively, of the final Summative Teacher Evaluation Score.

b. Weighting and combining the scores will be accomplished by converting each score to a percentage, multiplying by the appropriate weighting factor adding the scores and multiplying by 100. This will give a final Summative Teacher Evaluation Score that will then correspond to the following scale ranges:

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
88 - 100	63 - 87	38 - 62	0 - 37

(Also see Proficiency Scale, Appendix E, FSUS TES)

F. Additional Provisions:

1. Teachers in Category III or who are rated Highly Effective may elect to not have a Peer Reviewer.

2. Survey forms seeking parental input or feedback will be made available on the Teacher Evaluation System page of the FSUS Blackboard site.

3. Only the Student Growth portion of teacher evaluations may be amended after receipt of Assessment data.

4. Certain subject areas, such as the yearbook, newspaper and media, will have special criteria developed by which to evaluate teachers in those subject areas for the Value-Added portion of the teacher evaluation.

5. No layoff decisions will be made until all results from the appropriate state assessments or district assessments have been included in the Student Growth portion of a teacher's Summative Evaluation Score and Rating.

6. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form. A teacher's signature on the form merely acknowledges receipt of the document and not necessarily agreement with its content.

7. Whenever a teacher is required to appear before the Principal or Director for the express purpose of discussing matters that question the teacher's professional or instructional competency, the teacher and the SC/TA shall be given no less than 24 hours written 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.

8. Each teacher shall receive at least one classroom observations each year. These observations and the accompanying reports shall be completed by different administrators for each teacher. A teacher may request an additional, third, observation. Any additional observation request must be made, in writing, by March 6th. The additional observation and report requested by a teacher shall be completed by an administrator who did not perform either of the two previous evaluations.

G. Appeal Process if Dissatisfied with Evaluation:

1. Any employee who disagrees with the evaluation may appeal through the Grievance Procedure as outlined in Article 5.

2. Upon written agreement of the parties an expedited arbitration procedure, in accordance with the procedures of the American Arbitration Association, shall be used.

H. Miscellaneous provisions

1. For the 2015-2016 school year, the parties agree to establish a joint committee of FSUS administrators and UFF members who will meet to review and recommend possible changes to policies or procedures related to the following topics:

   a. Detailed criteria for IPDP benchmarks
   b. Observation process
   c. Flexibility of planning time
   d. Leave policies

ARTICLE 12

VACANCIES, REASSIGNMENTS and NON-REAPPOINTMENT

12.01 Notice of all bargaining unit vacancies for positions expected to continue for at least eight (8) consecutive weeks shall be posted in an accessible location and shall provide a minimum of seven (7) days to allow for receiving applications. The filling of posted vacancies shall not take place until the application deadline has passed.

12.02 The Principal or Director may reassign bargaining unit employees within Florida State University Schools (FSUS) when he or she determines it is in the best interest of Florida State University Schools (FSUS), provided, however, that any decision to reassign a bargaining unit employee shall take into consideration the qualifications of such employee and applicable certification requirements. When the Principal or Director determines that such a reassignment is necessary, the Principal or Director, as appropriate, shall meet with the affected employee to discuss the reassignment.

12.03 Any employee who is reassigned to an administrative or supervisory position within Florida State University Schools (FSUS) and later returns to employment within the unit shall receive experience credit on the salary schedule for each year of administrative or supervisory experience.

12.04 The Joint Employer retains the ability to fill a vacancy in the bargaining unit on a temporary or emergency basis. The filling of such vacancy on an emergency or temporary basis may not exceed one year except in extraordinary circumstances, and in no event shall exceed two (2) years. Employees hired on a temporary or emergency basis must subsequently seek employment through FSUS's regular hiring process.

12.05 Non-reappointment: The Joint Employer shall use its best efforts to notify, in writing, the bargaining unit employee of the decision to not reappoint that employee for the subsequent year by May 15th.

12.06 All openings for supplements listed in Appendix F, or other extra–compensated positions, including, but not limited to summer appointments, with the exception of the Band, Choir and Orchestra Directors, shall be posted on the district website at least five (5) business days prior to filling such vacancy.

12.07 In the event two or more faculty members are substantially qualified for regular, summer or extracurricular/academic supplement by virtue of their experience, education and training, the most senior faculty member shall be given the right of first refusal. Seniority shall be determined by the faculty member's initial hire date as an in-unit faculty member.

12.08 All known vacancies for summer employment may be posted on the district website by May 1 of each year. Such posting shall be on the district website for at least five (5) business days prior to filling such vacancy. If no one is chosen from the FSUS faculty, then the vacancy may be further advertised.

ARTICLE 13

LAYOFF AND RECALL

13.01

A. Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, FSUS shall notify UFF no less than thirty (30) days prior to taking such action. UFF may request a consultation with the Director or his or her representatives to discuss the layoff.

B. Layoff Unit. The layoff unit may be at an organizational level of Florida State University Schools (FSUS), or other level of organization as the Board or the Director deems appropriate.

13.02 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

A. No continuing status employee shall be laid off if there are non-continuing status employees in the layoff unit.

B. No employee in a non-continuing status position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) years or less of service.

C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at Florida State University Schools (FSUS).

D. The provisions of 13.02 (A.) and 13.02 (B.) will apply unless the Board or Director determines than an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Board or university shall notify UFF in writing.

E. Where employees are equally qualified under (A.) or (B.) above, those employees will be retained who, in the judgment of the Board or the Director, will best contribute to the mission and purpose of Florida State University Schools (FSUS). In making such judgment, the Board or the Director shall carefully consider employees' length of continuous service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

F. No continuing status employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

G. FSUS shall notify UFF in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings.

13.03 Alternative/Equivalent Employment. The Director and Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees, within Florida State University Schools (FSUS), and to make known the results of the effort to the person affected.

13.04 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three (3) or more years of continuous service should be provided at least one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Sections 13.03 and 13.05. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the Florida State University Schools (FSUS) Vacancy Listing until the recall period ends or re-employment offer is refused; and a statement that the employee is eligible for consideration for retraining for a period of two (2) years following layoff. FSUS may, at its discretion, provide opportunities for retraining when it is in Florida State University Schools (FSUS)'s best interest. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. The retraining opportunities may include enrollment in tuition-free courses.

13.05 Re-employment/Recall.

A. For a period of two (2) years following layoff or for employees appointed to a fixed multiyear appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at Florida State University Schools (FSUS) at which previously employed at the time of layoff, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the Florida State University Schools (FSUS) position vacancy announcements, as appropriate. For this purpose, it shall be the employee's responsibility to keep FSUS advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled, shall be offered re-employment not to exceed the length of their last employment contract. FSUS shall notify UFF when an offer of re-employment is issued.

B. An employee who held a continuing status appointment on the date of termination by reason of layoff shall resume the continuing status appointment upon recall.

C. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

D. Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.06 Limitations. The provisions of Section 13.02 through 13.05 of this Agreement shall not apply to the following:

A. Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous service as of June 30, 1991;

B. Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds.

C. Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment, and employees in an auxiliary entity.

ARTICLE 14

EMERGENCY SCHOOL CLOSING

14.01 The school will be open on all regularly scheduled days unless closed by the Director because of an emergency or threatened emergency. When an emergency or threatened emergency confronts the schools, notification of the closing of schools will be released for broadcast over local radio and TV stations as soon as possible. Such closings will be only for the period it takes to restore normal working conditions. All scheduled employees' workdays so affected: 1) shall be rescheduled by the Director as soon as possible if required by the State of Florida Department of Education; or 2) may be rescheduled by the Director as soon as possible.

ARTICLE 15

ACADEMIC FREEDOM

15.01 The parties seek to educate students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States, and to instill appreciation of the values of individual personality.

15.02 Employees shall have academic freedom. Academic freedom shall mean that employees have freedom of association and expression in keeping with their individual conscience. Employees shall present instructional materials which are pertinent to the subject and level taught. Such presentation shall be within the guidelines of appropriate course content and within the instructional program and shall present all facts of controversial issues in a scholarly and objective manner.

15.03 Employees shall be entitled to freedom of discussion within the classroom in all matters which are relevant to the subject matter under study.

15.04 All employees shall consult with the Principal or Director whenever the employee intends to inject into course coverage units material which might reasonably be anticipated to be controversial. Upon request, the employee shall meet with his/her immediate supervisor to discuss the proposed unit of study and how it fits into the course content.

ARTICLE 16

POLITICAL ACTIVITY

16.01 All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the Joint Employer. Employees may not engage in any political activity during work hours.

ARTICLE 17

COMPENSATION

17.01 Florida State University Schools (FSUS) Employees.

A. The parties agree that employees shall be paid each fiscal year in accordance with the following pay plans: Employees on an annual contract shall be paid based on the Performance Salary Schedule and formula attached hereto as Appendix G. Employees on continuous contract shall be based on a bargained Grandfathered Salary Schedule step pay plan attached hereto as Appendix D. New faculty to the school will have their salary based on Appendix H.

1. Florida State University Schools (FSUS) Employee Promotion Increases: Promotion increases shall be granted to Florida State University Schools (FSUS) employees pursuant to Article 26 and as set forth in Appendix H. Advanced degree increases shall be granted upon submission of appropriate transcripts as set forth in Appendix H.

2. Florida State University Schools (FSUS) Supplements. Florida State University Schools (FSUS) employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

a. The activity must involve duties that extend beyond the normal workday;

b. Employees shall receive a separate salary supplement for each assigned activity;

c. The parties further agree that salary supplements shall be paid in accordance with the supplement schedule attached hereto as Appendix F. The parties may amend the supplement schedule by mutual agreement.

d. Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated and shall be paid during the semester in which the supplementary worked is performed.

17.02 Eligibility for Annual Salary Increases. Bargaining unit employees whose most recent annual evaluation rating is effective or highly effective and who are in pay status are eligible for the increases described in Appendix D.

17.03 Effective Dates for Salary Increases. Salary for Florida State University Schools (FSUS) bargaining unit members shall be effective retroactive to the beginning of the current fiscal year. Implementation of the new salary schedule will begin upon tentative acceptance of this Agreement by UFF, subject to, and contingent upon, ratification by the Joint Employer.

17.04 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 5 alleging violation of this Article are whether there is unlawful discrimination under Article 10, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

17.05 Employees who teach more than five (5) contact hours shall be paid at their regular hourly rate for the additional assigned teaching time.

17.06 Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Agreement shall be made at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1712.

17.07 Any employee whose regular contractual duties are extended beyond the 214 days shall be paid at the daily rate of 1/214th of their regular annual contract salary.

17.08 Employees are to be given credit for previous experience according to the following plan:

A. Credit for one year's experience shall be given for each year of full time teaching in any state or regionally accredited public school (K-12), junior or community college, or university (graduate assistant experience shall not be counted). Credit shall also be given for teaching in a U.S. government sponsored military base school, upon a determination by the Principal or Director that such schools have the equivalent of state or regional accreditation. Credit shall also be provided for holding a valid teaching certificate while teaching in an accredited prekindergarten program. The affected employee shall be responsible for providing the Principal or Director with the necessary documentation of such experience and the determination of the Principal or Director shall be final. All increases for additional degree or additional teaching experience will be implemented within two (2) pay periods of receipt of the appropriate documentation. An employee may submit a written request for waiver of paragraph 17.08 (A.). The waiver must reflect that reasonable efforts were made to comply with paragraph 17.08 (A.) and the failure to provide the information in a timely manner was not attributable to the employee. The Director has discretion to grant or deny the written waiver request.

B. Credit for one (1) years' experience is to be given for a major portion of a year's work (i.e., ½ year plus one day). Out-of-state and Florida experience which occur during the same school year shall be combined. If a major portion of a year is unable to be determined from verification received from the previous employer, working at least 97 days at the previous place of employment will entitle the employee to be credited with one year experience.

C.Part-time employees will receive credit for one year's experience when working over fifty percent (50%) of the hours required for full-time employees (including sick leave); however, only one (1) year of service may be earned during one school year. No more than a cumulative total of three (3) years may be earned by use of paragraphs B and C of this section

D. Private School Experience Credit.

1. Credit is allowed for certified teaching experience at private schools or institutions that have Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Northwestern Association of Schools and Colleges, North Central Association of

Schools and Colleges, New England Association of Schools and Colleges, or Middle States Association of Colleges and Schools accreditation. Credit shall also be allowed for certified teaching experience at institutions with accreditation from agencies equivalent or similar to that provided by the Southern Association of Colleges and Schools such as the National Academy of Early Childhood Programs, the Florida Council of Independent Schools, the Association of Independent Schools of Florida, the Florida Catholic Conference, and the Florida Association of Christian Colleges and Schools or other accrediting associations.

2. Employees also must have held a valid Florida Teacher's Certificate while employed in the appropriate area with an accredited Florida private school.

3. Private school experience credit for out-of-state schools which are accredited and where the employee's experience was in their area(s) of appropriate certification will be counted.

4. Credit as authorized above will be provided on a year- for-year basis.

17.09 For employees hired before July 1, 2011 adjustments to higher salary levels shall be made only upon the receipt of an official transcript signifying the award of the advanced degree from an institution of higher education that has Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Northwestern Association of Schools and Colleges, North Central Association of Schools and Colleges, New England Association of Schools and Colleges, or Middle States Association of Colleges and Schools accreditation, or the verification of appropriate experience.

17.10 Health Insurance Program.

A. The Joint Employer and UFF will support legislation to provide adequate and affordable health insurance to all employees.

17.11 Director's Awards: The Director may present awards annually to teachers whose performance the Director believes is deserving of special recognition. The Director may present up to five (5) such awards and may provide a payment of up to $250 for each award. The criteria for each award shall be articulated and appropriate recognition of the recipient of each award provided.

17.12 Teachers hired after July I. 2011: The parties acknowledge and recognize that Chapter law 2011-1, which passed the 2011 Florida Legislature as Senate Bill 736, imposes certain legal requirements on the parties. It is the parties' intent to comply with Florida law, and new teachers hired after July 1, 2011 are subject to the provisions of Chapter law 2011-1, which are not restated herein, but to which the parties agree to be incorporated into this Agreement. The parties further agree that to the extent that a final judicial determination affects the validity of provisions of Chapter law 2011-1, this Agreement shall be interpreted consistent with that determination.ARTICLE 18

PAYROLL DEDUCTIONS

18.01 Pursuant to the provisions of Section 447.303, Florida Statutes, the Joint Employer and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

A. During the term of this Agreement, the Joint Employer agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Joint Employer, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix C to this Agreement.

B. Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization. The UFF shall give written notice to the Joint Employer of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

18.02 Remittance. The dues and other authorized deductions shall be remitted to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. If practicable, a list of employees may be provided in electronic format.

18.03 Termination of Deduction. The Joint Employer's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either (a) thirty (30) days written notice from the employee to the Board, revoking that employee's prior deduction authorization, or (b) the transfer of the authorizing employee out of the bargaining unit.

18.04 Reinstatement of Deduction. The Joint Employer shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status.

18.05 Indemnification. The UFF assumes responsibility for: (1) all claims against the Joint Employer, including the cost of defending such actions, arising from compliance with this Article, and for: (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Joint Employer excess monies received under this Article.

18.06 Exceptions. The Joint Employer will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Joint Employer obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

18.07 Termination of Agreement. The Joint Employer's responsibilities under this Article shall terminate automatically upon: (l) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or: (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 19

EMPLOYEE WORK YEAR

19.01 The employee work year for all bargaining unit members who are not on twelve (12) month contracts shall consist of two hundred fourteen (214) days for which pay is due. One hundred ninety one (191) days will be actual duty days. FSUS, the Principal and Director will consider, but are not bound to follow, the calendars of local school districts in establishing the calendar for Florida State University Schools (FSUS).

19.02 An employee shall not be required to use leave on non-duty days.

ARTICLE 20

CONFLICTS BETWEEN RULES, POLICIES AND PROCEDURES AND THIS AGREEMENT

20.01. Should a conflict exist or develop between rules, polices or procedures of the Florida State University Schools, Inc. and this Agreement, the terms of this Agreement shall control.

ARTICLE 21

SCHOOL IMPROVEMENT AND ACCOUNTABILITY

21.01 School Improvement and Accountability.

A. The Joint Employer and UFF support a comprehensive system of school improvement and educational accountability to ensure continued student success in school and life-long learning. School improvement is most successful when the responsibility for planning, implementing and evaluating improvement efforts are returned to those closest to the learner.

B. School Advisory Councils (SAC), with teacher representatives elected by teachers, parents elected by parents, school support personnel elected by support personnel, and students elected by students, are recognized under state law as the primary vehicle, along with the Principal or Director, for school improvement planning and accountability. Additionally, business and community representatives are to be selected by the Council. The SAC shall have bylaws that provide for those affected by school level decisions to have a significant opportunity to influence those decisions.

C. Faculty Council. The Joint Employer and the UFF recognize the value of involving employees in decisions that affect Florida State University Schools (FSUS). To that end, the Joint Employer and the UFF agree to establish an Elementary Faculty Council, a Middle School Faculty Council and a High School Faculty Council, which together shall be known as the Faculty Council. The purpose of the Faculty Council is to affect those issues that impact the day-to-day operation of Florida State University Schools (FSUS) and to provide advice and feedback on school-wide rules, regulations, and practices that are not within the jurisdiction of the School Board.

1. The Elementary Faculty Council, the Middle School Faculty Council and the High School Faculty Council shall meet once a month at a predetermined time with their respective Principal. Each Council shall be made up of at least seven (7) members.

2. The Faculty Council will have the ability to review present policy and make recommendations to the FSUS Principal, Director, or Board subcommittees as appropriate.

ARTICLE 22

SEVERABILITY

22.01 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida, Florida State University or Florida State University Schools, Inc. of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), (c), or (d) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 23

CHANGE IN JOINT EMPLOYER CERTIFICATION

23.01 Should FSU and FSUS agree to change their relationship such that they are no longer joint employers of bargaining unit members, the Parties agree that, in the event the Public Employees Relations Commission changes the certification from joint public employer to sole public employer during the term of the Agreement, the Agreement will remain in full force and effect and binding on the Parties until said term of the Agreement expires as provided in Section 29.05 herein.

ARTICLE 24

SABBATICALS

24.01 Policy. The parties agree to adhere to the provisions for sabbaticals for employees of Florida State University Schools (FSUS) as set forth by the provisions of Florida Statutes, Section 1012.64. Among the provisions of Section 1012.64 is the following:

> Any member of the instructional staff of any school district may be granted sabbatical leave for a period not to exceed 1 year. A person who receives such leave may be paid one-half of his or her ordinary salary during the period of such leave, or in accordance with negotiated agreement or district school board policy, and shall receive full benefits during such period. A person compensated under this section may not be compensated for other employment during the period of sabbatical leave so that he or she would receive combined compensation in excess of his or her ordinary salary.

ARTICLE 25

UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

25.01 Employee Rights and Responsibilities.

A. Employees covered by this Agreement retain and reserve unto themselves all rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and policies of the Joint Employer.

B. The private and personal life of any employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties or involves behavior that falls within the scope of Section 1012.795, F.S., and/or related administrative rules and policies, including but not limited to Rule 6B-1.001, F.A.C.

C. With the approval of the Director or Principal, or his/her designee, employees may leave the worksite when not engaged in performing assigned duties.

D. When school is not in session, employees shall make arrangements with the Director or Principal, or his/her designee, to have reasonable access to the building.

E. An employee shall not solicit support of a candidate seeking an elective office, political union, or otherwise during regular work hours, nor shall an employee who seeks an elective office engage in any campaign activities that will interfere with the performance of his/her assigned duties.

F. An employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of FSUS, based upon professional judgment using available criteria pertinent to any given subject area or activity for which the employee is responsible.

25.02 United Faculty of Florida (UFF) Rights and Responsibilities.

A. Bulletin Boards. UFF shall have the right to post notices to employees of activities and matters of concern to the union on the bulletin board located in an area mutually agreed upon by UFF and the Director or Principal, or his/her designee.

B. Communicating to Employees.

1. UFF shall have the right to use teacher message boxes located at Florida State University Schools (FSUS) for communications relevant to its status as collective bargaining agent.

2. With prior notice to the site administrator, the UFF building representative will be given an opportunity to make announcements at faculty meetings after adjournment.

C. Information Provided to UFF.

1. Upon written request from UFF, on an annual basis, the Joint Employer shall provide UFF with a list of employees including the following information: name, classification, salary, grade level or subject area and type of certificate held.

2. UFF Access to Policies and Rules. UFF shall have access to the Joint Employer's policies and rules. The posting of such rules and policies at the FSUS website shall be considered reasonable access.

D. Use of Facilities. Subject to the rules and policies of the Joint Employer, UFF shall be permitted use of buildings, facilities, and equipment for meetings related to UFF business provided details are arranged in advance of such use with the Director, or his/her designee and set forth in writing.

E. Administrative Duty for UFF Activities.

1. The Joint Employer shall grant employees administrative duty each fiscal year as described below to carry out UFF activities:

a. Florida Education Association Delegate Assembly. The Joint Employer agrees to grant two (2) days of administrative duty to up to two (2) delegates to attend the Annual Delegate Assembly of the Florida Education Association.

b. Negotiations Committee. A list of members of the UFF Negotiations Committee shall be provided to the Director by April 1 of each year. Up to two (2) members of such committee shall be provided administrative duty for negotiations that are scheduled during the school day.

F. Unpaid Leave for UFF Activities. Each year of this Agreement, representatives of the UFF shall be granted up to a total of five (5) days of unpaid leave to conduct UFF business.

G. During the regular workday, authorized representatives of UFF may visit employees at the worksite, provided the authorized representatives report their presence to the Director or Principal, or his/her designee, and they do not interfere with, or disrupt, normal site operations. No authorized representative shall use this privilege except to conduct UFF business. The authorized representative may not meet with employees during the work time of the employees.

H. Exclusive UFF Rights. Except as otherwise provided for by law, the rights granted herein to UFF shall not be granted or extended to any other organization claiming to represent the members of the bargaining unit.

ARTICLE 26

PROMOTION

26.01 Policy. Promotion decisions are not merely the totaling of an employee's annual performance evaluations. Rather, the Joint Employer, through its faculty, its professional employees, and administrators assesses the full-time employee's potential for growth, positive impact upon Florida State University Schools (FSUS) and its students, scholarly contribution, and meritorious performance. In reviewing criteria for promotion, it is expected that achievements shall be greater and more significant with each rank for which promotion is sought. In order to be considered for promotion, the teacher must provide sufficient evidence to satisfy each criterion listed below.

26.02 Notification of Eligibility for Promotion: Faculty will be advised by the Principal or Director, at least once a year, to collect data to support application for promotion. New faculty will be advised of the need to collect data to support application for promotion. Areas in which data should be collected are those related to the mission of the school and include teaching effectiveness, research, development projects and creative accomplishment, dissemination, and service.

26.03 Procedures. Each faculty member shall be apprised by the appropriate Principal or Director of general expectations in terms of teaching effectiveness, including execution of teaching responsibilities and other duties as assigned, research and creativity, dissemination, and service; and specifically of other requirements and/or duties involved. This appraisal shall be done before new faculty is hired, and at least on an annual basis for existing faculty. (Providing a copy of this collective bargaining agreement or posting this section or a copy of the collective bargaining agreement on the Florida State University Schools (FSUS) website shall constitute notice.)

A. Each faculty member shall receive a teaching schedule before the start of each contract year. The assigned duties for any faculty member shall be consistent with the mission of Florida State University Schools (FSUS) and assist the faculty member to gain credit toward promotion. Faculty members should examine the teaching schedule to be sure the opportunities are identified within their duties that will aid them in achieving promotion. If the faculty member feels such opportunities are not identified, requests for changes in assigned duties shall be made in writing to the appropriate Principal or Director. The appropriate Principal or Director shall respond in writing within seven (7) calendar days.

B. A copy of the promotion guidelines shall be given to each faculty member at the time of employment.

C. The normal time for applying for promotion to Assistant Professor is at the beginning of the fourth year of employment.

D. Although the period of time in a given rank is normally four (4) years, demonstrated merit, not years of service, shall be the guiding factor for promotion. Promotion shall not be automatic, nor may it be guaranteed upon completion of a given term of service. Early

promotion is possible in cases in which sufficient justification is presented, and the Promotion Committee has recommended early promotion. However, consideration for promotion shall normally occur after four (4) years of service. Candidates applying before their four (4) year of service shall be considered early promotion candidates.

E. Employees who obtain a doctorate degree and who have a valid teacher certification in his/her area of instruction are eligible to apply for promotion from Instructor to Assistant Professor.

F. Candidates for promotion shall submit a folder containing information that will substantiate the effectiveness of the faculty member in the four major areas of teaching and performance, research and creative activity, dissemination, and service. The submitted folder shall contain eight sections:

1. A copy of the FSUS regulations regarding promotion.
2. Teaching Schedules for the previous five year period.
3. A vita.
4. Annual evaluations for the preceding years
5. Teaching and performance effectiveness.
6. Research, creativity and dissemination.
7. Service.
8. Letters of recommendation.

26.04 Prequalification. Unless otherwise set forth in this Article:

A. To be eligible for the rank of University School Instructor, a faculty member should have at least a Bachelor's degree and be eligible for appropriate certification.

B. To be eligible for the rank of Assistant Professor, a faculty member should have earned at least 18 credits toward a Master's degree.

C. Candidates for Associate University School Professor should hold at least a Master's degree.

D. Candidates for University School Professor should hold at least a Master's degree plus thirty (30) hours.

26.05 Criteria.

A. Teacher Effectiveness.

1. Effective teaching is a significant factor when considering a promotion. The considerations for teacher effectiveness include, but are not limited to:

a. Classroom observations indicating effective classroom practices; observation reports shall be prepared to document teacher effectiveness.

b. Achievement of student performance goals as determined for the performance appraisal. Documentation of student achievement shall be prepared.

B. Research, development projects, and/or creative accomplishment.

1. Research - candidates should document their involvement with and duties and responsibilities for all research activities.

2. Development projects, including, but not limited to, development of curriculum materials, learning activities, evaluation instruments, major curriculum plans for Florida State University Schools (FSUS), and collaboration with FSU.

3. Creative projects, including, but not limited to, artistic, musical and dramatic works.

4. Grant writing - efforts and successes in identifying and obtaining local, state, federal or other grants.

5. Dissemination. Involvement in various types of dissemination should be documented to show involvement in relevant research, development projects, and/or creative projects. Examples of dissemination involvement include, but are not limited to:

a. Workshops.
b. Presentations at professional meetings.
c. Summer institutes.
d. Publications (professional journals).

C. Service. Candidates for promotion will be evaluated on their level of service, which includes, but is not limited, to:

1. Committee membership.
2. Chairperson of Committee.
3. Extracurricular assignments.
4. Department Head.
5. Team Leader.
6. Faculty Council.
7. Professional Organizations.
8. Participation in workshops.
9. School Advisory Council.
10. Organization or leading in service workshops or conferences.
11. Holding state office or membership on state-level committees or other professional organizations

D. Letters of Recommendation. A current letter of recommendation shall be presented from each of the following persons:

1. a colleague who has worked closely with the candidate.
2. a FSUS supervising administrator who has supervised the teacher~~,~~ and
3. a colleague outside the FSUS community.

E. Vita. Up-to-date detailed professional vita (resume).

ARTICLE 27

CONTINUING STATUS

27.01 All appointments of FSUS employees are to be continuing status earning positions as authorized by this Article and Florida Law. Instructional personnel hired on or after July 1, 2011 are not eligible to receive continuing status as mandated by Chapter Law 2011-1.

27.02 Florida State University Schools (FSUS) employees shall be granted continuing status provided that such employees:

A. hold the required educational qualifications as specified by Florida Statutes;

B. have completed three years of full-time or equivalent service at Florida State University Schools (FSUS), such service being continuous except for leave duly authorized and granted;

C. upon application, the applicant has been reappointed for the fourth year;

D. by April 15 of the third continuous year or more of full-time or equivalent service at Florida State University Schools (FSUS) the applicant shall submit to the Director a folder containing the following:

1. A copy of the FSUS regulations regarding continuing status.
2. Assigned Duty Forms for the previous three year period.
3. A vita.
4. Annual evaluations/Tier I, Tier II.
5. A list of courses taught.
6. Teaching and performance effectiveness.
7. Research, creativity and dissemination.
8. Service.
9. Letters of recommendations.

E. have been recommended by the Director and approved by the Board of Directors of Florida State University Schools, Inc. for continuing status based on successful performance of duties and demonstration of professional competence.

27.03 Continuing status shall become effective at the beginning of the school year following its being granted as set forth above in Section 27.02.

27.04 An employee with continuing status shall be entitled to continue in the same or similar position at Florida State University Schools (FSUS) until the employee resigns, is removed for just cause pursuant to Article 9, Employee Authority and Protection, is laid off pursuant to Article 13, Layoff and Recall,

27.05 Continuing status shall be earned and held as a bargaining unit employee; it shall not extend to an administrative or supervisory position. Upon release from an administrative or supervisory position, an employee shall be entitled to reassignment to the same or a similar position in which continuing

status was attained, at the classification level and salary range which would have been earned had the position been held continuously.

27.06 Eligibility for continuing status after three continuous years of full-time or equivalent service at Florida State University Schools (FSUS) will begin with the 2010-2011 academic year, effective in August, 2010. Those employees who will have completed three or more years of full-time or equivalent service at Florida State University Schools (FSUS) by the end of the 2009-2010 academic year must submit the required folder in 27.02(E) by April 15, 2010.

ARTICLE 28
LEAVES

28.01 Requests for a Leave or Extension of Leave of One (1) Semester or More.

A. For a leave of one (1) semester or more, an employee shall make a written request not less than one hundred-twenty (120) days prior to the beginning of the proposed leave, if practicable.

B. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

C. The Joint Employer shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

D. An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 9.

E. An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with Section 28.06.

28.02 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the Joint Employer and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with 28.06.

28.03 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical program. If an employee is on compensated leave in less than full-pay status for other than sabbaticals, the employee shall accrue leave in proportion to the pay status.

28.04 Continuing Status Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for continuing status, except by mutual agreement of the employee and the Joint Employer. In deciding whether to credit such leave toward continuing status eligibility or permanent status, the Joint Employer shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the Joint Employer by virtue of placing the employee on such leave, and other appropriate factors.

28.05 Holidays.

A. An employee shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

B. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

C. If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

28.06 Family and Medical Leave Act (FMLA) Entitlements.

A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up twelve (12) work weeks or four hundred-eighty (480) hours of continuous or intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where the Joint Employer policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

B. Implementation of FMLA Leave Entitlements.

1. An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to twelve (12) work weeks of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

2. Pursuant to Florida Administrative Code 6C 2-4.0015(13), a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 28.07, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, up to twelve (12) work weeks of such leave may be counted against that employee's FMLA entitlement.

C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

1. A rolling twelve (12) month period is used to count the twelve (12) work weeks referred to in (B) 1 above.

c. An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

D. Use and Approval of FMLA Leave.

1. The Joint Employer shall approve FMLA leave for an eligible employee as long as the reasons for the absence qualify under the FMLA and the employee has not exhausted the twelve

(12) work weeks within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

2. The Joint Employer may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 28.11 (e).

3. After the Joint Employer has acquired knowledge that the leave is being taken for an FMLA required reason, the Joint Employer or its representatives shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

E. Medical Certification.

1. The Joint Employer may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee's family member.

2. Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless Joint Employer and the employee agree in writing to other conditions and terms under which such leave is to be granted.

G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

H. If any provision of Section 28.06 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

28.07 Parental Leave.

A. An employee shall be granted parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption;

foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 28.06.

B. If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 28.11.

C. The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

1. The Joint Employer or its representatives shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements in accordance with Section 28.06 of this Agreement, and the date of return to employment.

2. At the end of the approved parental leave and at the employee's request, the Joint Employer or its representatives shall grant part-time leave without pay for a period not to exceed one (1) year, unless the Joint Employer or its representatives determine that granting such leave would be inconsistent with the best interests of the Joint Employer.

3. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

D. Upon agreement between the employee and the Joint Employer, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 28.06.

28.08 Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

A. Sick Leave.

1. Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

2. Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The employee's personal illness or exposure to a contagious disease which would endanger others.

2. The employee's personal appointments with a health care provider.

3. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse, and dependents living in the household.

4. The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

3. Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the Joint Employer may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a Joint Employer staff member which shall be paid for by the Joint Employer. If the medical certification indicates that the employee is unable to perform assigned duties,

the Joint Employer or its representatives may place the employee on compulsory leave under the conditions set forth in Section 28.08(C).

4. Transfer of Credits.

a. Upon re-employment by the Joint Employer within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave. If an employee has received such a lump sum payment, the employee may elect in writing, upon re-employment, to restore the employee's accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When an employee moves from a position in a governmental entity within Florida to a leave-accruing position within the Joint Employer, the employee may transfer up to two-hundred and forty (240) hours of unused sick leave accrued in the classification and pay plan in which previously employed and for which payment has not been received may accompany the employee; however, no more than ninety (90) days may elapse between jobs.

c. When an employee moves to a position within a governmental entity within Florida the transfer of unused sick leave shall be governed by the rules of the plan to which the employee is transferring.

d. The transfer of unused sick leave from an SUS university or a governmental entity within Florida to a Joint Employer position is permitted if a reciprocal agreement between the hiring department within the Joint Employer and the prospective employee and previous employing entity has been reached. Reciprocal agreements may be obtained on a case-by-case basis and may apply to all or part of an accrued leave balance.

5. Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of state service who separates from state government shall not be paid for any unused sick leave.

b. An employee who has completed ten (10) or more years of state service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees, and separates from state government for other than disability reasons, termination, or death, shall be compensated, at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

c. Upon layoff, with ten (10) or more years of state service, an employee shall be paid for unused sick leave as described in paragraph b above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-

employed by the Joint Employer within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

d. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any state administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

B. Job-Related Illness/injury.

1. An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

2. If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a), above, or the employee elects not to use accrued leave.

3. This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

4. If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the Joint Employer or its representatives should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may,

based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' Compensation), Florida Statutes, and taking the Joint Employer's needs into account:

a. offer the employee part-time employment;

b. place the employee in leave without pay status or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

C. Compulsory Leave.

1. Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the Joint Employer or its representatives may require the employee to submit to a medical examination, the results of which shall be released to the Joint Employer, by a health care provider chosen and paid by the Joint Employer, or by a health care provider chosen and paid by the employee, who is acceptable to the Joint Employer or its representatives. Such health care provider shall submit the appropriate medical certification(s) to the Joint Employer.

b. If the Joint Employer agrees to accept the employee's choice of a health care provider, the Joint Employer may not then require another Joint Employer-paid examination.

c. If the medical examination confirms that the employee is unable to perform assigned duties, the Joint Employer or its representatives shall place the employee on compulsory leave.

2. Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 28.11.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the Joint Employer or its representatives shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

3. Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

4. Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the Joint Employer or its representatives should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the Joint Employer's needs:

a. offer the employee part-time employment;
b. place the employee in leave without pay status in accordance with Section 28.11 or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

28.09 Annual Leave.

A. Accrual of Annual Leave.

1. Only employees employed for twelve (12) months with administrative codes assigned shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

2. Part-time employees appointed for twelve (12) months, with administrative codes assigned, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

3. Academic year employees, employees appointed for less than twelve (12) months, and OPS employees shall not accrue annual leave.

B. Use and Transfer of Annual Leave.

1. Annual leave shall be accrued before being taken, except in those instances where the Joint Employer or its representatives may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the Joint Employer shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

2. Upon re-employment with the Joint Employer within 100 days, except for re-employment after layoff (see (c) (3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.

3. An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the Joint Employer classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

4. When an annual leave accruing employee moves to a position in state government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of Joint Employer employment, without affecting other leave benefits.

5. The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the Joint Employer or its representative and the previous employing entity is in effect.

C. Payment for Unused Annual Leave.

1. Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in (2) below, the Joint Employer shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the Joint Employer or its representatives that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

2. Upon transfer from an annual leave accruing contract to an academic year contract at the Joint Employer, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the Joint Employer. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.

3. Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the Joint Employer within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment

shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

4. If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

5. In the event of the death of an employee, payment for all unused annual leave at the time of death, up to three hundred forty-four (344) hours, shall be made to the employee's beneficiary, estate, or as provided by law.

28.10 Administrative Leaves.

A. Jury Duty and Court Appearances.

1. An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

2. An appearance as an expert witness for which an employee receives professional compensation falls under any applicable provisions of this Agreement as well as the Joint Employer's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

3. If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the Joint Employer any fees received.

4. An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

B. Military Leave.

1. Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

2. National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the state. Such leave with pay shall not exceed thirty (30) days at any one time.

3. Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay.

C. Leave Pending Investigation. When the Joint Employer has reason to believe that the employee's presence on the job will adversely affect the operation of the Joint Employer, the Joint Employer or its representatives may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the Joint Employer or its representatives providing the employee with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave.

D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

1. Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

2. Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an

employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the Joint Employer or its representatives and shall not exceed two days on any one occasion.

3. Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

4. Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

E. Official Emergency Closings. The Joint Employer may close Florida State University Schools (FSUS) or portions thereof in accordance with Joint Employer policies and rules relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce the employee's leave balances.

28.11 Leave Without Pay.

A. Granting. Upon request of an employee, the Joint Employer shall grant a leave without pay for a period not to exceed one year unless the Joint Employer determines that granting such leave would be inconsistent with the best interests of Florida State University Schools (FSUS). Such leave may be extended upon mutual agreement.

B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

C. Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

1. Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 28.08(a) (2) regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the state insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the state insurance program will continue for the corresponding payroll periods.

2. An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

28.12 Personal Leave Days.

An employee may be granted five (5) days (noncumulative) of leave per year for emergencies or for other personal reasons. One day shall be administrative leave used in an eight hour increment and four days shall be taken from sick leave. Personal leave may be taken in increments of one hour. Except in the case of emergency, the employee shall provide at least two day's notice of the intended leave. Such leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for personal leave, except that the leave is for personal reasons.

28.13 Professional Development Leave

An employee may be granted paid leave to attend professional development workshops or participate in other professional development activities which serve to enhance or expand the employee's knowledge and/or skills in their area of instruction or other assignments. This leave must be approved in advance by the supervisor and be recorded on the employee's time sheet to facilitate DOE reporting.

ARTICLE 29

TOTALITY OF AGREEMENT; REOPENING OF AGREEMENT; TERM OF AGREEMENT

29.01 The parties acknowledge that during the negotiations which resulted in this Agreement, the Joint Employer and UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement. This document shall constitute the entire and sole Agreement between the parties and can only be changed by a written amendment to this Agreement signed by all parties.

29.02 No Obligation to Bargain. The Joint Employer and UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

29.03 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

29.04 This agreement shall be effective following ratification, on July 1, 2014 and shall expire on June 30, 2017.

The parties agree to reopen Article 17 Compensation on an annual basis. Additionally, each side can reopen up to two (2) articles, provided it delivers notice of intent to reopen to the other party by May 1, 2015 and May 1, 2016.

29.05 The parties agree to negotiate a successor agreement. A notice of intent to bargain will be provided by May 1, 2017.

29.06 The parties agree that the Articles of Collective Bargaining Agreement dated May 16, 2006 shall govern and control unless the Article had been modified/or amended by a subsequent written modification executed by the parties.

APPENDIX A
Position Classifications in the Bargaining Unit

All full-time and regular part-time employees of FSU and FSUS in the following position classifications are INCLUDED in the bargaining unit:

University School Professor
University School Associate Professor
University School Assistant Professor
University School Instructor

All full-time and regular part-time employees of FSU and FSUS in the following position classifications are EXCLUDED from the bargaining unit:

University School Director
University School Principal
University School Assistant Principals
Faculty Administrators
- **Director of Extended Day Program**
- **Research Director and Teacher Educ Coord**
- **Director of Accountability**

All other Employees of FSU and FSUS

Joint Employer/United Faculty of Florida

APPENDIX B
Grievance

a. **Date (Received by Florida High)** _____

GRIEVANT

NAME: _____
DEPT: _____
GRADE: _____

OFFICE PHONE: _____

STEP 1 GRIEVANCE REPRESENTATIVE

NAME: _____
MAILING ADDRESS:
_____
_____

OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all Joint Employer communications should go to the grievant's representative.

Other address to which Joint Employer mailings pertaining to grievance shall be sent:

_____
_____
_____
_____

b. **GRIEVANCE**

Article(s) and Section(s) of Agreement allegedly violated:

_____

_____

Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

(See page 2 for additional requirements)

III. AUTHORIZATION

I will be represented in this grievance by: (check one – representative must sign on appropriate line):

_____ **UFF**	_____
_____ **Legal Counsel**	_____
_____ **Myself**	_____

I (do)_____ (do not)_____ want a postponement for up to 30 days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER JOINT EMPLOYER PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Director's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested)_____; personal delivery_____; other (specify) _____.

_____

Signature of Grievant

(Grievant must sign if grievance is to be processed.)

The Step 1 decision shall be transmitted to Grievant's Step 1 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

Joint Employer/United Faculty of Florida

APPENDIX B
Request for Review of Step I Decision

GRIEVANT

NAME: _____
DEPT: _____
GRADE: _____

OFFICE PHONE: _____

STEP 1 GRIEVANCE REPRESENTATIVE

NAME: _____
MAILING ADDRESS:
_____
_____

OFFICE PHONE: _____

DATE OF STEP 1 DECISION: _____

Article(s) and Section(s) of Agreement allegedly violated (as specified at Step 1):

_____
_

I hereby request that the Director or his/her designee review the attached decision made in connection with the attached grievance because:

Remedy Sought (if initial filing is at Step 2):

_____
_

Grievant's representative received the decision on _____.

Grievant filed this request for review with the Director's office on _____,

by (check one): mail (certified or registered, restricted delivery, return receipt requested) _____; **personal delivery**_____; **other (specify)** _____.

DATE OF RECEIPT BY DIRECTOR'S OFFICE: _____

_____
Signature of Grievant

I am represented in this grievance by (check one – representative should sign on appropriate line):
_____ **UFF** _____

_____ **Legal Counsel** _____

_____ **Myself** _____

(See page 2 for additional requirements)

A copy of the following documents must be attached to this Request at the time of its filing with the Director or his/her designee or representative:

1. **Appendix B – Original grievance form filed with the University.**
2. **Step 1 Decision**
3. **All attachments to Step 1 Decision**

This request should be sent to:

OFFICE OF THE DIRECTOR
3000 School House Road
Tallahassee, FL 32311

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative (if Grievant is represented by UFF, the decision will be sent to the UFF State Office) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Grievant, to counsel for Grievant if represented by counsel, and to the UFF.

Joint Employer/United Faculty of Florida

APPENDIX B
Notice of Arbitration

The Untied Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Director's Office dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

FILE NO.: _____

The following statement of issue(s) before the Arbitrator is proposed:

This notice was filed with the Chancellor's Office on _____ by (check one): mail (certified or registered, restricted delivery, return receipt requested)_____; personal delivery_____; other (specify) _____.

Date of receipt by Director's Office: _____

_____
Signature of UFF Representative

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Joint Employer or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____
Signature of Grievant

This notice should be sent to:

OFFICE OF THE DIRECTOR
3000 School House Road
Tallahassee, FL 32311

APPENDIX C

United Faculty of Florida

UFF Dues Authorization Check-Off Form

I, _____, authorize the Joint Employer to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received, membership dues of the United Faculty of Florida in such an amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the Joint Employer by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments and contributions to same are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the Joint Employer and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statutes.

_____ _____

Date **Employee's Signature**

_____ _____

Employee ID **Name-printed**

_____

Grade

Effective date if later than above: _____

Please return to your Chapter Treasurer or UFF State Office, 306 E. Park Avenue, Tallahassee, FL 32301.

Please PRINT complete information where necessary.

	Check One	
	Dr. Mr.	
Employee ID	Ms. Mrs.	**Last Name, First Name**

Home Address

Campus Address	**Department**

City, State, Zip Code	**Office Phone**	**Home Phone**

Please enroll me as a member of the United Faculty of Florida (UFF, FEA, NEA, AFT and AFL-CIO).

All UFF members are also members of the Florida Teaching Profession-PAC (Political Action Committee) at no additional cost.

UFF dues are 1 percent of base salary for members for which the United Faculty of Florida is the bargaining agent. If you do not wish to contribute to FTP-PAC, notify UFF for refund information. UFF dues payments and contributions to FTP-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Member	**Date**

Return your completed membership form to your Chapter Treasurer or UFF State Office, 306 E. Park Avenue, Tallahassee, FL 32301.

APPENDIX C
United Faculty of Florida
UFF-PAC Payroll Deduction Authorization Form

I, _____, authorize the Joint Employer to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of $1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to the UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the Joint Employer, or (2) my transfer or promotion out of this bargaining unit.

_____ _____

Date **Signature of Member**

_____

Grade

Effective date if later than above: _____

Return to your Chapter Treasurer or the UFF State Office, 306 E. Park Avenue, Tallahassee, FL 32301.

Please PRINT complete information where necessary.

		Check One	
		Dr. Mr.	
Employee ID	**Ms. Mrs.**	**Last Name, First Name**	
Home Address		**Registered Yes _____**	**No _____**
Street		**Precinct**	**Party**
City, State, Zip Code		**State Sen. Dist.**	**State House Dist.**

Cong. Dist. _____ Race _____ Sex _____ Birthdate _____

Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF-PAC contributions are in the amount of $1.00 per pay period.

Contributions or gifts to UFF-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Member	**Date**

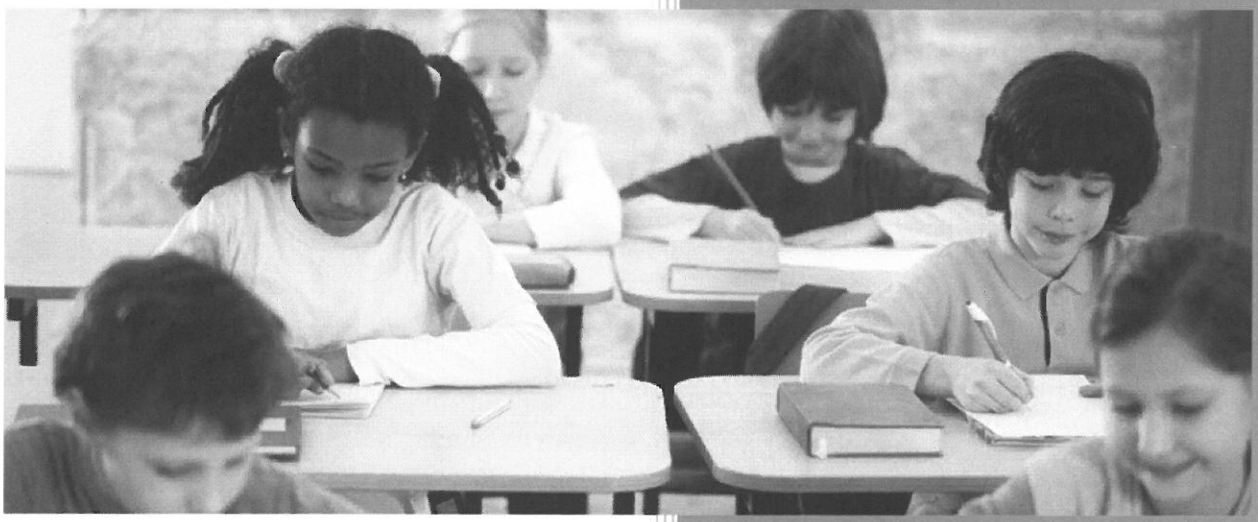
2017-2018 GRANDFATHERED SALARY SCHEDULE
FLORIDA STATE UNIVERSITY SCHOOLS

	2017-2018 BA/BS	2017-2018 MA/MS	2017-2018 Master's +30/Ed Specialist	2017-2018 Doctorate	
1	37,968	38,968	39,968	40,968	
2	38,903	39,903	40,903	41,903	
3	39,403	40,403	41,403	42,403	
4	39,903	40,903	41,903	42,903	
5	40,203	41,303	42,303	43,303	
6	40,503	41,703	42,703	43,703	
7	40,803	42,103	43,103	44,103	
8	41,103	42,503	43,503	44,503	
9	41,403	42,903	43,903	44,903	
10	41,803	43,403	44,403	45,403	
11	42,203	43,903	44,903	45,903	
12	42,603	44,403	45,403	46,403	
13	43,003	44,903	45,903	46,903	
14	43,403	45,403	46,403	47,403	
15	43,903	46,003	47,003	48,003	
16	44,403	46,603	47,603	48,603	
17	44,903	47,203	48,203	49,203	
18	45,403	47,803	48,803	49,803	
19	45,903	48,403	49,403	50,403	
20	46,703	49,203	50,203	51,203	
21	47,503	50,003	51,003	52,003	
22	48,303	50,803	51,803	52,803	
23	49,103	51,603	52,603	53,603	
24	49,903	52,403	53,403	54,403	
25	51,003	53,503	54,503	55,503	
26	52,103	54,603	55,603	56,603	
27	53,203	55,703	56,703	57,703	
28	54,303	56,803	57,803	58,803	
29	55,403	57,903	58,903	59,903	
30	56,103	58,603	59,603	60,603	
31	56,803	59,303	60,303	61,303	
32	57,503	60,003	61,003	62,003	
33	58,203	60,703	61,703	62,703	
34	58,903	61,403	62,403	63,403	
35	59,603	62,103	63,103	64,103	
36	60,303	62,803	63,803	64,803	
Appendix D					

All eligible teachers whose salary is determined by the Grandfathered Slary Schedule will receive an increase of $935 over their 2016-2017 salary.

2016-2017

Florida State University Schools



Rule 6A-5.030
Form IEST-2015
Effective Date: April 18, 2016
Appendix E

Florida State University Schools
Instructional Evaluation System 2016-2017

Florida State University Schools

Dr. Stacy Chambers, Executive Director

Suzanne Wilkinson, Director of Research & Teacher Education

District Purpose: The purpose of establishing procedures for evaluating the performance of duties and responsibilities of all instructional, administrative, and supervisory personnel is to **increase student academic performance** by improving the quality of instructional, administrative, and supervisory services.

District Mission: Our mission is to support highly effective instruction and continuous professional learning through collaborative research and inquiry that results in student learning outcomes.

District Vision: Through exemplary teaching, research and service, our vision is to each take great stock in student growth and outcomes.

District Core Beliefs:

- Our system will support interdependence among faculty and administrators, as well as individual accountability, for teacher learning and growth
- Our system will support interdependence (vertically and horizontally) among faculty and administrators, as well as individual accountability, for student learning and academic growth and the development of the whole child
- Our system will be designed to actively engage all faculty and administrators to collectively deepen knowledge and improve skills that result in improved student learning
- For courses and subject areas not measured by statewide assessments, FSUS will design course-description-aligned performance assessments and will include a percentage of state-testing measures
- Continuous progress monitoring and data analysis leads to targeted and differentiated classroom instruction.
- Our system will be designed to support collective responsibility for student success post-HS graduation

Florida Statute 1012.34(1)(b) requires that the school district's instructional personnel and school administrator evaluation systems must be approved by the Department of Education. State Board Rule 6B-4.010, F.A.C., requires that where a district "...makes substantive modifications to an approved school district instructional personnel assessment system, the modified system shall be submitted to the Department of Education for review and approval."

The purpose of Florida State University School's redeveloped Performance Evaluation System is to increase student academic performance by improving the quality of instructional, administrative, and supervisory service (1012.34 (1)(a), F.S. To this end, The Florida State University Developmental Research School (FSUS) is committed to a cycle of continually updating the evaluation system to reflect state models, emerging best practices, and policy changes. FSUS's system was redesigned and redeveloped using input and suggestions given by the Teacher Evaluation Advisory Committee

("Evaluation Think Tank"). The TEAC team includes school leaders and representative teachers such as grade level team leaders, department heads, and UFF teacher representatives. The FSUS Teacher Performance Evaluation System will be put forward to UFF to inform future contract negotiations in accordance with the district/university's collective bargaining process.

Members of the Teacher Evaluation Advisory Committee meet during the school year to review the FSUS appraisal system. The Faculty Administrator will send notes to committee members of each meeting, via email. This group will continue to review yearly results of the evaluation system to ensure maximum intended impact on teachers' professional growth and student learning outcomes. This review process is held following the completion of all teacher evaluations and for planning the following academic year. The stakeholder group will submit suggestions for revisions to the Faculty Administrator. Revisions requiring, UFF, and/or DOE approval will be put forward prior to implementation.

Factors considered in the annual review process may include:

- Trends in ratings within each domain
- Correlations among Performance of Students data and teacher evaluation scores
- Alignment of professional development plans and IPLPs with evaluation results
- Appropriate support for professional development across different teacher groups
- Measures and scoring systems used for awarding Performance of Students scores
- Trends in score ranges
- Analysis of inter-rater reliability
- Development needs for district assessments
- Adherence of the overall system to the research model and original design elements

Transitioning to the redeveloped Performance Evaluation System requires educating personnel on the components of the system as well as the criteria and procedures on which teachers will be evaluated. Principals and District Administration initially trained will develop a half-day overview training and a Performance Evaluation System explanatory faculty website resource (Blackboard). The mandatory training will take place during pre-planning of each school year. During the pre-planning overview training the Performance Evaluation System will be explained and the faculty website resources will be explored.

1. CORE OF EFFECTIVE PRACTICES

Florida State University School's Performance Evaluation System is based on the Florida Model grounded in the work of Robert Marzano and aligned with the Florida Educator Accomplished Practices (FEAPs – revised 12/17/2010). The observation instruments and documentation tools included in iObservation and referenced in subsequent sections of this plan will be used by all parties performing observations of instructional personnel. The state crosswalk illustrating the relationship between Marzano's domain segments and the Florida Educator Accomplished Practices can be found at: http://www.marzanoevaluation.com/files/FEAPs_Crosswalk_Marzano.pdf

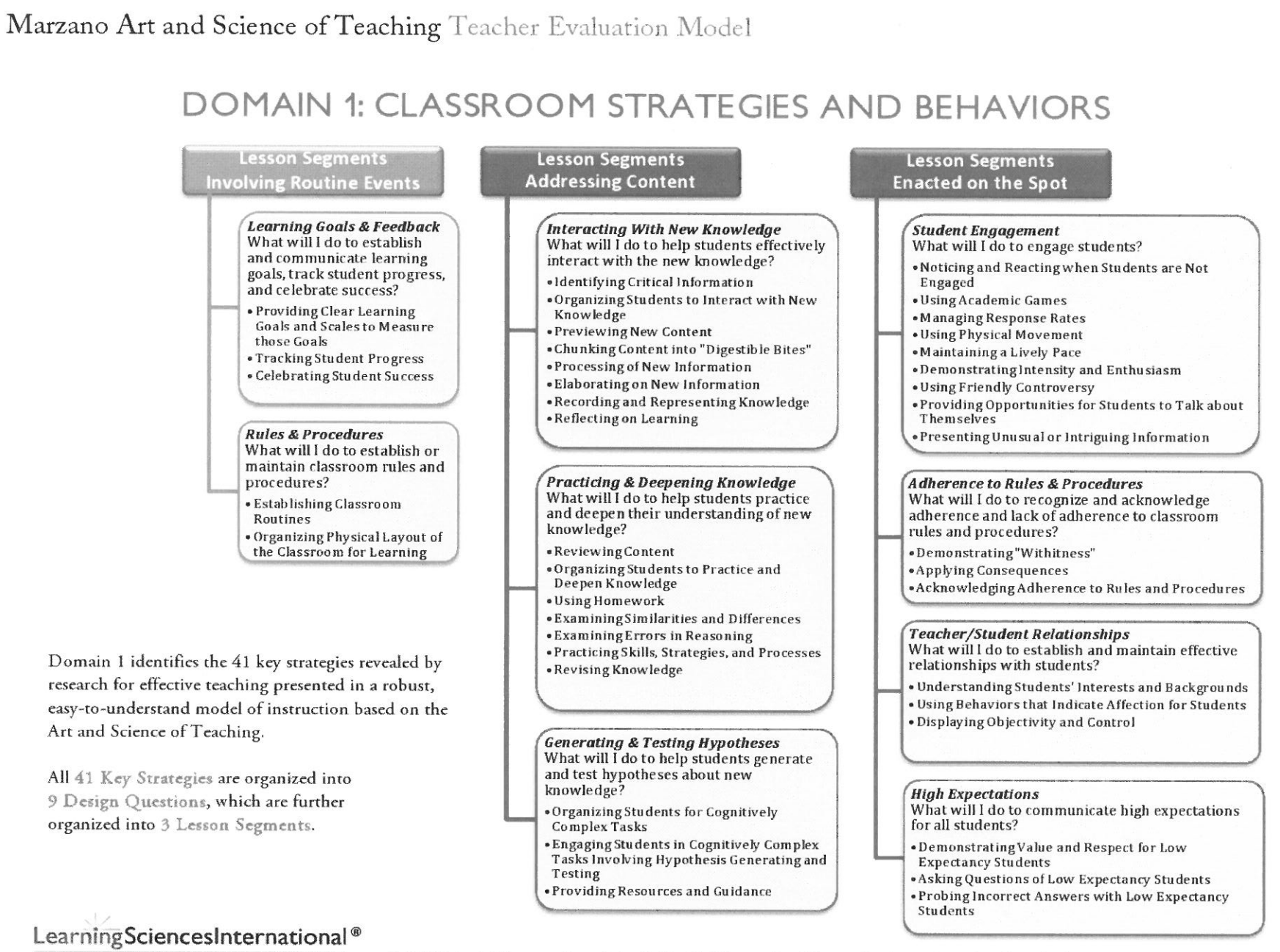
The Marzano Evaluation Model is based on a number of previous, related works that include: *What Works in Schools* (Marzano, 2003), *Classroom Instruction that Works* (Marzano, Pickering, & Pollock, 2001), *Classroom Management that Works* (Marzano, Pickering, & Marzano, 2003), *Classroom Assessment*

and Grading that Work (Marzano, 2006), *The Art and Science of Teaching* (Marzano, 2007), *Effective Supervision: Supporting the Art and Science of Teaching* (Marzano, Frontier, & Livingston, 2011). Each of these works was generated from a synthesis of the research and theory. Thus the model can be considered an aggregation of the research on those elements that have traditionally been shown to correlate with student academic achievement. The model includes four domains:

Domain 1: Classroom Strategies and Behaviors
Domain 2: Preparing and Planning
Domain 3: Reflecting on Teaching
Domain 4: Collegiality and Professionalism

The four domains include 60 elements: 41 in Domain 1, 8 elements in Domain 2, 5 elements in Domain 3 and 6 elements in Domain 4. The specifics of each domain are listed in Figure 1. For a detailed discussion of these elements see *Effective Supervision: Supporting the Art and Science of Teaching* (Marzano, Frontier, & Livingston, 2011).

Figure 1: Elements of the Marzano Evaluation Model



Marzano Art and Science of Teaching Teacher Evaluation Model

DOMAIN 2: PLANNING AND PREPARING

Planning and Preparing for Lessons and Units

1. Effective Scaffolding of Information within Lessons
2. Lessons within Units
3. Attention to Established Content Standards

Planning and Preparing for Use of Resources and Technology

1. Use of Available Traditional Resources
2. Use of Available Technology

Planning and Preparing for Special Needs of Students

1. Needs of English Language Learners
2. Needs of Special Education Students
3. Needs of Students Who Lack Support for Schooling

DOMAIN 3: REFLECTING ON TEACHING

Evaluating Personal Performance

1. Identifying Areas of Pedagogical Strength and Weakness
2. Evaluating the Effectiveness of Individual Lessons and Units
3. Evaluating the Effectiveness of Specific Pedagogical Strategies and Behaviors

Developing and Implementing a Professional Growth Plan

1. Developing a Written Growth and Development Plan
2. Monitoring Progress Relative to the Professional Growth and Development Plan

DOMAIN 4: COLLEGIALITY AND PROFESSIONALISM

Promoting a Positive Environment

1. Promoting Positive Interactions with Colleagues
2. Promoting Positive Interactions about Students and Parents

Promoting Exchange of Ideas and Strategies

1. Seeking Mentorship for Areas of Need or Interest
2. Mentoring Other Teachers and Sharing Ideas and StrategieS

Promoting District and School Development

1. Adhering to District and School Rules and Procedures
2. Participating in District and School Initiatives

LearningSciencesInternational®
LEARNING AND PERFORMANCE MANAGEMENT

© 2011 Robert J Marzano. Can only be digitized in iObservation. iObservation is a registered trademark of Learning Sciences International®

As indicated in Figure 1, **Domain 1** contains 41 elements (5 + 18 +18); **Domain 2** contains 8 elements (3 + 2+ 3); **Domain 3** contains 5 elements (3 +2) and **Domain 4** contains 6 elements (2 + 2 + 2). Given that 41 of the 60 elements in the model are from Domain 1, the clear emphasis in the Marzano model is what occurs in the classroom—the strategies and behaviors teachers use to enhance Performance of Students. The emphasis on classroom practice is what differentiates the Marzano model from other teacher evaluation models.

Teacher status and growth can be assessed in each component of the model in a manner that is consistent with the Florida DOE guidelines and recent legislation.

The Research Base from Which the Model Was Developed

Each of the works (cited above) from which the model was developed report substantial research on the elements they address. For example, *The Art and Science of Teaching* includes over 25 tables reporting the research on the various elements of Domain 1. These tables report the findings from meta-analytic studies and the average effect sizes computed in these studies. In all, over 5,000 studies (i.e., effect sizes) are covered in the tables representing research over the last five decades. The same can be said for the other titles listed above. Thus, one can say that the model was initially based on thousands of studies that span multiple decades and these studies were chronicled and catalogued in books that have been widely disseminated in the United States. Specifically, over 2,000,000 copies of the books cited above have been purchased and disseminated to K-12 educators across the United States.

Experimental/Control Studies

Perhaps one of the most unique aspects of the research on this model is that it has a growing number of experimental/control studies that have been conducted by practicing teachers on the effectiveness of specific strategies in their classrooms. This is unusual in the sense that these studies are designed to establish a direct causal link between elements of the model and Performance of Students. Studies that use correlation analysis techniques (see next section) can establish a link between elements of a model and Performance of Students; however, causality cannot be easily inferred. Other evaluation models currently used throughout the country only have correlational data regarding the relationship between system elements and Performance of Students.

To date over 300 experimental/control studies have been conducted. Those studies involved over 14,000 students, 300 teachers, across 38 schools in 14 districts. The average effect size for strategies addressed in the studies was .42 with some studies reporting effect sizes of 2.00 and higher. An average effect size of .42 is associated with a 16 percentile point gain in Performance of Students. Stated differently: on the average, when teachers use the classroom strategies and behaviors in the Marzano Evaluation Model the typical gain in Performance of Students is 16 percentile points. However, great gains (i.e., those associated with an effect size of 2.00) can be realized if specific strategies are use in specific ways.

Correlational Studies

As mentioned above, correlational studies are the most common approach to examining the validity of an evaluation model. Such studies have been, and continue to be conducted, on various elements of the Marzano Evaluation Model. For example, one such study was recently conducted in the state of Oklahoma as a part of their examination of elements related to Performance of Students in K-12 schools (see *What Works in Oklahoma Schools: Phase I Report* and *What Works in*

Oklahoma School: Phase II Report, by Marzano Research Laboratory, 2010 and 2011 respectively). Those studies involved 59 schools, 117 teachers and over 13,000 K-12 students. Collectively, these reports indicate positive relationships with various elements of the Marzano Evaluation Model across the domains. Specific emphasis was placed on Domain 1 in particular in the Phase II report. Using state mathematics and reading test data, 96% of the 82 correlations (i.e., 41 correlations for mathematics and 41 for reading) were found to be positive with some as high as .40 and greater. A .40 correlation translates to an effect size (i.e., standardized mean difference) of .87 which is associated with a 31 percentile point gain in Performance of Students. These studies also aggregated data across the nine design questions in Domain 1. All correlations were positive for this aggregated data. Seven of those correlations ranged from .33 to .40. These correlations translate into effect sizes of .70 and higher. High correlations such as these were also reported for the total number of Domain 1 strategies teachers used in a school. Specifically, the number of Domain 1 strategies teachers used in school had a .35 correlation with reading proficiency and a .26 correlation with mathematics proficiency.

Technology Studies

Another unique aspect of the research conducted on the model is effects that have been examined in the context of technology. For example, a two year study was conducted to determine (in part) the relationship between selected elements from Domain 1 and the effectiveness of interactive whiteboards in enhancing Performance of Students (see *Final Report: A Second Year Evaluation Study of Promethean ActivClassroom* by Haystead and Marzano, 2010). In all, 131 experimental/control studies were conducted across the spectrum of grade levels. Selected elements of Domain 1 were correlated with the effect sizes for use of the interactive white boards. All correlations for Domain 1 elements were positive with some as high as .70. This implies that the effectiveness of the interactive whiteboards as used in these 131 studies was greatly enhanced by the use of Domain 1 strategies.

Summary

In summary, the Marzano Evaluation Model is grounded in thousands of studies conducted over the past five or more decades and published in books that have been widely used by K-12 educators. In addition, experimental/control studies have been conducted establishing a more direct causal link with enhanced Performance of Students than can be established by other types of studies. Correlation studies (a typical approach to examining the viability of a model) have also been conducted indicating positive correlations between the elements of the model and student mathematics and reading achievement. Finally, the model has been used to study the effects of technology use (i.e., interactive whiteboards) resulting in strong correlations between technology use and the Marzano evaluation model.

References

Haystead, M. W. & Marzano, R.J. *(2010) Final Report: A Second Year Evaluation Study of Promethean ActivClassroom.* Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Haystead, M. W. & Marzano, R.J. *(2010). Meta-Analytic Synthesis of Studies Conducted at Marzano Research Laboratory on instructional Strategies*. Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Marzano, R.J. (2003). *What works in schools.* Alexandria, VA: ASCD

Marzano, R. J. (2006). *Classroom assessment and grading that work.* Alexandria, VA: ASCD.

Marzano, R.J. (2007). *The art and science of teaching.* Alexandria, VA: ASCD

Marzano, R. J., Frontier, T., & Livingston, D. (2011). *Effective supervision: Supporting the art and science of teaching.* Alexandria VA: ASCD

Marzano, R. J., Pickering, D. J., & Pollock, J. E. (2001). *Classroom instruction that works.* Alexandria, VA: ASCD.

Marzano, R.J., Marzano, J. S., & Pickering, D. J. (2003). *Classroom management that works.* Alexandria, VA: ASCD

Marzano Research Laboratory. *(2010) What Works in Oklahoma Schools: Phase I Report.* Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Marzano Research Laboratory. *(2011) What Works in Oklahoma Schools: Phase II Report.* Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

1. Performance of Students

An instructional employee's annual evaluation will consist of three parts: 35% Student Performance Measure, 40% Instructional Practice, and 25% Individual Professional Learning Plan (IPLP).

For classroom teachers (throughout this document the term "teachers" excludes substitutes), Table 1 will be used to determine the assessment type and weighting in the Student Academic Performance rating. Table 1 also serves as a tool for organizing and weighting student academic performance measures for teachers with multiple classes/courses. The weighting reflects the percentage of students in each course in relationship to the total number of students assigned to the teacher. Student results used in evaluation of all personnel are based on students assigned to the individual being evaluated. Table 1 will be updated through the revision process to reflect state models, state assessments, state provided item banks, and other resources as they become available.

Annual evaluations of instructional personnel who are not classroom teachers will include student academic performance from statewide assessments for students assigned to the instructional personnel.

Where possible, district calculations will parallel state rules, policies, and procedures for determining student inclusion in calculations. School or district wide VAM scores are not used in the calculation of classroom instructional personnel or non-classroom instructional personnel performance evaluations, unless they are assigned responsibility for all students in the school or district.

Points for determining a teacher's impact on academic performance will be determined based upon the teacher's Value-Added Model (VAM) score when applicable along with other district determined measures. The VAM score will apply to those teachers who teach a state assessed grade level and content area including a course with a state EOC exam that has a state approved VAM model. The student academic performance factor for all other instructional employees will be based upon student proficiency on a teacher selected or district developed assessment as defined in Table 1.

All instructional personnel (including newly hired) will include student performance data for at least three years, including the current year and the two years immediately preceding the current year, when available. If less than the three most recent years of data are available, those years for which data are available must be used.

FSU-Lab will allow the site based principal to determine the student performance measure for the newly hired for the first evaluation and use non-VAM calculation for scoring.

			Reading Coaches and Other Instructional Personnel
For courses that are state assessed, where VAM is available for a teacher, VAM accounts for 100% of the course score. During the transition year to FSA, if VAM is not available, student achievement averages will be used as the student achievement portion of the evaluation. (Averages will be converted to a 4.0 scale based on the conversion chart) If no achievement levels are available, scores will be calculated using appropriate T-scores.	For courses that are state assessed, EOC Value-Added (VAM) scores, if available, shall constitute 100% of the course score. If VAM is not available, the average of his/her student's achievement on the FSA/FCAT will count as 100% of the course score. (FSA/FCAT averages will be converted to a 4.0 scale based on the conversion chart)	For courses that do not have courses tied to statewide assessments, a district approved end of course measure or statewide standardized student achievement results will be used in the calculation for that teacher's student achievement score. (A list of assessments for each course or program are listed below)	In some cases, a teacher or other instructional personnel may be responsible for school-wide impact. In such cases, school-wide (elementary, secondary, or K12) reading and/or math value-added averages (depending on which best aligns with their current assignment) and will be used to calculate the student achievement score. In some cases, a teacher or other instructional personnel may be responsible for grade-level (or multiple grade-level) impact, but not school-wide impact. In such cases, the VAM, FSA/FCAT average, or appropriate district measures of the assigned grade levels will be used to calculate the student achievement score. Proportionate weighting will be given each measure when there is more than one.
Aggregating Course Scores: Where multiple courses are taught, the student achievement score will be calculated using measures based on the proportions of courses tied to that teacher with the assigned measures **Minimum Cell Size:** In any case where five or less students constitute a portion of the teacher's score, the district will run calculations for including and not including those students. The district shall use the score that best benefits the teacher in the overall calculation.			

Cut Score Conversions

The following scales will be used to convert individual student test scores to a 4.0 scale.

Evaluation Score	State Test 5 Point Scale	State Test 6 Point Scale	T-Score (no ach. level)	PERT Reading (college ready is 106)	PERT Writing (college ready is 103)	PERT Math (college ready is 114)	CTE (percent passing)	Discovery Education (Comparative Growth)	Dual Enrollment (Percentage earning college credit)	Other District Measures	AP
4	4 to 5	4 to 6	59-80	125 to 150	125 to 150	125 to 150	75 to 100	Above Average National Growth	90 to 100	75 to 100	See AP scores chart (based on national average)
3	3 to 3.99	3 to 3.99	51-58	106 to 124	103 to 124	114 to 124	50 to 74	Average National Growth	80 to 89	50 to 74	
2	2 to 2.99	2 to 2.99	44-50	84 to 105	90 to 102	95 to 113	25 to 49	Below Average National Growth	70 to 79	25 to 49	
1	1 to 1.99	1 to 1.99	38-43	50 to 83	50 to 89	50 to 95	0 to 24	N/A	60 to 69	0 to 24	
0	0 to 0.99	0 to 0.99	20-37	N/A	N/A	N/A	0 to 19	N/A	0 to 50	N/A	

Course Matrix

Departments/Courses	Student Achievement (35%): Equally Appropriate Measures of Assessment	Instructional Practice (40%): Marzano and IPLP (25%)
ELEMENTARY		
Kindergarten	Discovery Education Academic performance Assessments	
First, Second Grade	Discovery Education Academic performance Assessments	
Third Grade	ELA/Math Florida Standards Assessment (equal weighting)	
*Fourth Grade	ELA/Math Florida Standards Assessment	
*Fifth Grade	ELA/Math /FCAT Science Assessment	
*Departmentalization Rule	*In any case where a grade level uses **departmentalization**, the teacher's assigned score will be based on the subject areas and students taught. Equal weighting will be given to each subject area score.	
SECONDARY		
Language Arts/English		
6th-8th Language Arts, Intensive Reading 6th-10th	ELA Florida Standards Assessment	Observation Results for Marzano – Domains 1-4
English I-III	ELA Florida Standards Assessment	

Science		In addition, all teachers are encouraged to provide other evidences that support effective teaching and student achievement in the areas for which they teach.
MJ Science (Earth/Space, Life Science, Physical Science)	ELA and Math Florida Standards Assessment FCAT Science Grade 8 (Physical Science)	
HS Science (Chemistry, Integrated Science, Anatomy/Physiology)	District Approved Assessment	
Biology	Biology State EOC	
Social Studies		
M/J Social Studies (World Geo, 8th US History)	ELA and Math Florida Standards Assessment	
HS Social Studies (World History, Psychology)	District Approved Assessment	
US History	US History State EOC	
Civics	Civics State EOC	
American Government/ Economics	District Approved Assessment	
Mathematics		
M/J Mathematics (6th Grade, 7th Grade, 8th Grade Math/Pre-Algebra)	Math Florida Standards Assessment	
EOC Math (Algebra I, Geometry, Algebra II)	Correlating State EOC (VAM where available)	
Pre-Calculus	District Approved Assessment	
College Readiness, Advanced/College Prep, 11th-12th Intensive Reading		
Intensive Reading,	Will be evaluated on the unduplicated results (percentage of students passing) Reading Retakes (both fall and spring administrations), ELA Reading (where applicable), ACT or SAT concordant scores. (i.e. if 55 students pass out of 100 for the year, the teacher's pass rate would be 55%)	Observation Results for Marzano – Domains 1-4 In addition, all teachers are encouraged to provide other evidences that support effective teaching and student achievement in the areas for which they teach.
Math for College Readiness, English IV (College Readiness)	District Approved Assessment	
Dual Enrollment (Intmd. Alg, College Prep)	District Approved Assessment	
Advanced Placement	Pass rate as compared to national pass rates	
SPECIAL PROGRAMS		
Technical, CAPE Program		
Culinary Arts- Culinary I-IV	ServSafe and Pro Start Pass Rate	
Health Science- Health Science II-III	CNA, First Responder Pass Rate	
Digital Arts and Media-	Adobe Photoshop, InDesign, Final Cut Pro Pass Rate	

Journalism, Digital Arts, Commercial Arts, TV Productions		
**Cell Size Rule*	*For any program where less than 10 students took the industry certification exam, ELA Florida Standards Assessment will be used as the student achievement measure for that course/teacher.	
Fine Arts, Performing Arts, and Physical Education		
Elementary and Secondary PE and Health	ELA and Math Florida Standards Assessment	
Elementary and Secondary Music	ELA and Math Florida Standards Assessment	
Elementary and Secondary Art	ELA and Math Florida Standards Assessment	
Elementary and Secondary Foreign Language	ELA and Math Florida Standards Assessment (Elementary) District Approved Assessment (Secondary)	

*District assessments, including adjudicated Performances and practical applications (1008.22(6)) must be approved by the District Accountability and Teacher Evaluation Directors. Please see *FSUS Guidelines for Local and District Assessments* for more information.

** Any teachers may request the use of standardized statewide assessments for purposes of teacher evaluation.

Florida State University Schools
ADVANCED PLACEMENT CUT SCORES

FSUS has established a "2" as the cut score for all AP exams. The National pass rate for each course establishes the cut score for a 4. (Exception: Spanish Language and Literature. For these courses, the Florida rate is being used because it is higher than the global.)
A rate of 26% establishes the cut score for a 3.
A rate of 10% establishes the cut score for a 2.

Course	4	3	2	1
Art History	58	26-57	10-25	0-9
Biology	64	26-63	10-25	0-9
Calculus AB	58	26-57	10-25	0-9
Calculus BC	80	26-79	10-25	0-9
Chemistry	53	26-52	10-25	0-9
Chinese Language	93	26-92	10-25	0-9
Computer Science A	64	26-63	10-25	0-9
Economics Macro	55	26-54	10-25	0-9
English Language	56	26-55	10-25	0-9
English Literature	56	26-55	10-25	0-9
Environmental Science	47	26-46	10-25	0-9
European History	63	26-62	10-25	0-9
French Language	76	26-75	10-25	0-9
German Language	77	26-76	10-25	0-9
Government & Politics Comparative	57	26-56	10-25	0-9
Government & Political US	58	26-57	10-25	0-9
Human Geography	54	26-53	10-25	0-9
Japanese Language	77	26-76	10-25	0-9
Latin Vergil	64	26-63	10-25	0-9
Music Theory	61	26-60	10-25	0-9
Physics B	56	26-55	10-25	0-9
Physics C Electricity & Magnetism	68	26-69	10-25	0-9
Physics C Mechanics	78	26-77	10-25	0-9
Psychology	66	26-65	10-25	0-9
Spanish Language	90	26-89	10-25	0-9
Spanish Literature	73	26-72	10-25	0-9
Statistics	58	26-57	10-25	0-9
US History	51	26-50	10-25	0-9
World History	52	26-51	10-25	0-9
Studio Art Drawing	78	26-77	10-25	0-9
Studio Art 2D Design	78	26-78	10-25	0-9
Studio Art 3D Design	72	26-71	10-25	0-9

VAM Score Conversion	Categorical Score	= Points
4	Highly Effective	4
3	Effective	3
2	Needs Improvement/Developing	2
1	Unsatisfactory	1

Non-VAM Score Conversion (this will be used for assessments that don't have a conversion chart listed within the document)	Categorical Score	= Points
76 – 100% growth or proficiency on any non-VAM assessment	Highly Effective	4
51 – 75% growth or proficiency on any non-VAM assessment	Effective	3
26 – 50% growth or proficiency on any non-VAM assessment	Needs Improvement/Developing	2
0 – 25% growth or proficiency on any non-VAM assessment	Unsatisfactory	1

2. Instructional Practice

An Instructional Practice score (40%) will be computed for all instructional personnel. For teachers, Marzano's Florida Model will be used. The Marzano Florida Model—

- reflects teachers' performance across all elements within the framework (Domains 1-4)
- accounts for teachers' experience levels (Category1, 2, and 3)
- assigns weight to the domain with greatest impact on Performance of Students (Domain 1)
- acknowledges teachers' focus on deliberate practice by measuring teacher improvement over time on ***specific*** elements within the framework

An Instructional Status Score –

- measures teachers' proficiency against all 4 domains in the Marzano Model
- recognizes teachers' use of research based strategies in the complete instructional framework

A Deliberate Practice score—

- measures progress against specifically targeted elements for improvement
- recognizes teacher's deliberate practice
- supports annual growth in teacher practice
- informs the development of the Individual Professional Learning Plan (IPLP)

The Deliberate Practice score (25%) will be a component of the Summative score. The process for computing this score is detailed in section 3.

- 25% Deliberate Practice score (teacher growth)
  - Measures growth in targeted area(s) of practice
  - Acknowledges teachers' improvement over time

For evaluation purposes, teachers are assigned to one of three categories:

- Category 1: First, Second, or Third year of teaching
- Category 2: Experienced teachers with at least 3 years of experience, but a new hire
- Category 3: Experienced teachers with at least 3 years of experience (4th year of teaching)

Teachers new to the district will be placed in Category 2 for the first year. If rehired, the teacher will then be placed in the appropriate category.

Teachers newly hired will receive at least two evaluations, including student growth measures, within a year of the hire date.

- **Teacher hired in first semester:** Both evaluations will occur in the academic year in which the person is hired.
- **Teacher hired in the second semester:** The second evaluation will occur in the following academic year, but within a year of the previous year's hire date.

Multiple observations (as reflected in Table 2) provide ongoing feedback to support teachers' professional growth and gather sufficient evidence to measure effectiveness as teachers transition to the district. Multiple formal observations provide regular opportunities and support for teacher

reflection and growth through the planning, observation and reflection conference process. Domain 1 cannot be documented and measured during one observation session. Therefore, observers will work with teachers to establish a clear focus for each observation (see Table 3 for an example). During the Pre-conference, the Observer and Teacher will agree upon Design Questions either DQ 2 or DQ3 and decide which elements in DQ 5 pertain to the lesson. DQ 1 and 6 will be observed and documented during each formal observation as recommended by Learning Systems Institute. For the 2015-2016 school year, FSUS Administration chose Design Question 5 as a school wide focus based on faculty input and the previous (2014-2015) Book Study titled *The Highly Engaged Classroom.* Design Questions previously addressed during a formal observation can be revisited at the request of the teacher or the observer in future observations. In subsequent years, the formal observation schedule would follow a similar pattern with each observation focusing on two to three Design Questions identified by the observer and the teacher during the preconference.

All formal observations of Category 1 teachers will include a review of data appropriate to the Design Question(s) focus for that observation. Appropriate data may include but are not limited to:

- Curriculum-based measures
- Grade distributions
- Mastery checklists
- Student work samples
- Discipline data

Informal Observations will focus on DQ 1, DQ 6, and the Deliberate Practice elements of each teacher as indicated on the IPLP.

Feedback for **first-year teachers** includes pre and post observations conferences for all formal observations as well as other written feedback, a pre-ninety day review, and Professional Learning Partner (PLP) feedback.

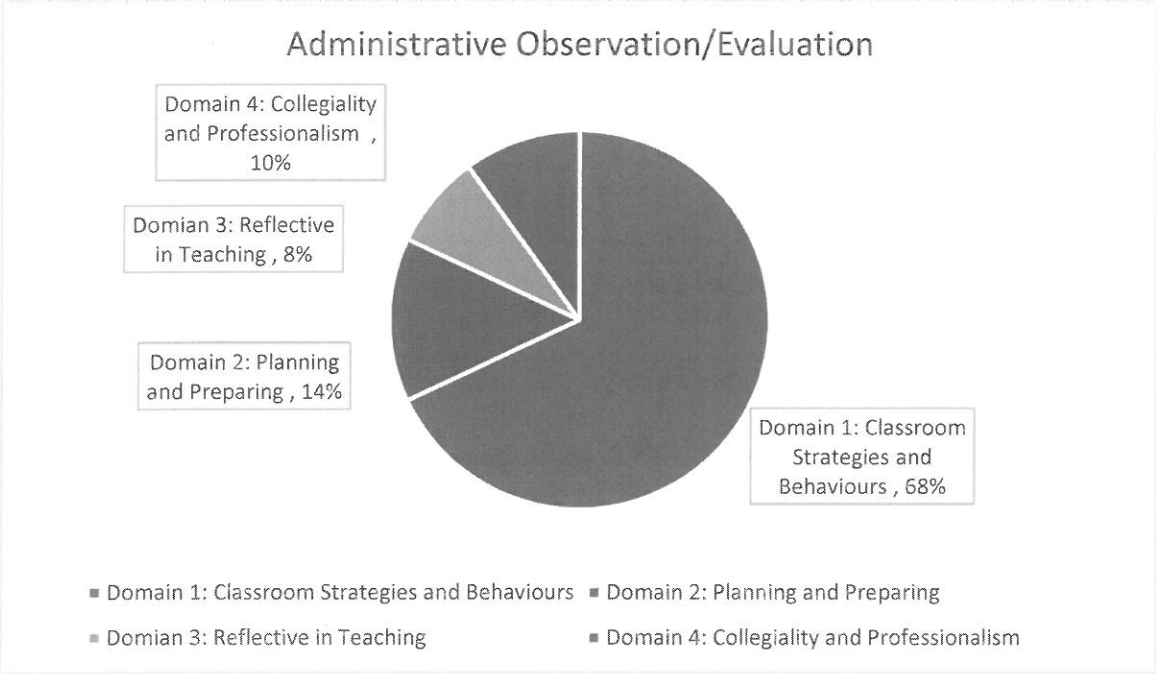
Peer Review Option

Florida State University Schools has included a peer review model as a component of the FSUS evaluation system. All FSUS teachers will participate in peer review and feedback as part of the growth process. Peers serving in this role are designated as Professional Learning Partners (PLPs). For teachers in Category 1 and 2, the PLP will be assigned by a School or District Administrator and will serve in that capacity for two years unless otherwise directed. During Year 1, PLPs for Category 1 teachers will be administratively assigned. From Year 2 on, Category 2 teachers who are rated as Highly Effective in Domain 1 are eligible to serve as a PLP for Category1 teachers after he/she has received training. PLPs for Category 2 teachers can be self-selected and within or outside the grade level or department. During the post-conference feedback provided by School or District Administrators may suggest that teachers observe other classrooms. This teaching model serves as a learning tool for teachers to enhance pedagogy and. 1 used to inform the summative Instructional Status Score. The assignment of PLPs and the frequency of observations are outlined in Table 4.

Training for teachers serving as PLPs will occur as a part of the initial and ongoing professional development to support implementation of the FSUS teacher evaluation system.

Teacher Self Ratings will also inform final evaluation ratings. Teachers may provide a portfolio of evidence to support self-ratings in the Four Domains. Teachers will have the opportunity to upload documents pertaining to Domains 2, 3 and 4 to the Teacher Evaluation Class on Blackboard throughout the school year.

Tables 2 - 10 provide additional information on types of observations, frequency, instruments used, feedback, and timelines. More detail on the calculation of the Instructional Practice score is included in Section 4.



The state crosswalk illustrating the relationship between Marzano's domain segments and the Florida Educator Accomplished Practices can be found at:
http://www.marzanoevaluation.com/files/FEAPs_Crosswalk_Marzano.pdf

Note: An administrator must observe at least once per year (formally or informally) any teacher who has not been rated highly effective for two consecutive years.

*** minimum number of walkthroughs to be performed by an administrator*

Table 2: Observation Frequency and Type

Status	Formal Observations (Announced)			Informal Observations (Announced or Unannounced)			Walkthroughs		
	Minimum Number	Observer Classification	Feedback Process	Minimum Number	Observer Classification	Feedback Process	Minimum Number	Observer Classification	Feedback Process
Category 1 Teacher: Teachers who have 0-2 years of experience	2	School or District Administrator	Pre and post observation conferences with written feedback iObservation	1	School or District Administrator PLP*	Written feedback iObservation	4**	School or District Administrator PLP	informal
Category 2 Teacher: Experienced teachers who have at least 3 years of experience but are a new hire	2	School or District Administrator	Pre and post observation conferences with written feedback iObservation	1	School or District Administrator PLP*	Written feedback iObservation	4	Administrator PLP	Informal
Category 3 Teacher: Experienced teachers who have at least 3 years of teaching experience (4th year of teaching)	1	School or District Administrator	Pre and post observation conferences with written feedback iObservation	0	School or District Administrator PLP*	Written feedback iObservation	4	School or District Administrator PLP	Informal
Struggling Teacher (See Table 10)	3	School or District Administrator	Pre and post observation conferences with written feedback iObservation	2	School or District Administrator PLP*	Written feedback iObservation	Twice a month**	School or District Administrator PLP	Informal

Table 3: Observation ***Sample***

Formal Observation 1	Formal Observation 2	Informal	
DQ 1 *What will I do to establish learning goals, track student progress and celebrate success?* ***DQ 6*** *What will I do to establish or maintain classroom routines and procedures?* ***DQ 2 What will I do to help students effectively interact with new knowledge? Chose elements (s) from DQ 3 and DQ 4.*** ***DQ 8 What will I do to establish and maintain effective relationships? Score any elements demonstrated in Lesson Segments Enacted on the Spot.***	***DQ 1*** *What will I do to establish learning goals, track student progress and celebrate success?* ***DQ 6 What will I do to establish or maintain classroom routines and procedures?*** ***DQ 2 What will I do to help students effectively interact with new knowledge? Chose elements (s) from DQ 3 and DQ 4.*** ***DQ 8 What will I do to establish and maintain effective relationships? Score any elements demonstrated in Lesson Segments Enacted on the Spot.***	***Deliberate Practice*** ***DQ1*** ***DQ6***	

Table 4: Peer Review Process

Teacher	Florida State University Schools Peer Review Option	Number of Observations
Category 1	Professional Learning Partner (PLP) assigned by administrator	At least 1
Category 2	Professional Learning Partner (PLP) assigned by administrator	At least 1
Category 3	PLP(s) self-selected	At least 1

Table 5: Observation Forms Options

Formal Observation (s)	Informal Observation(s)	Walkthrough(s)
iObservation	iObservation	
Other district identified measures to support school improvement strategies	Other district identified measures to support school improvement strategies	Other district identified measures to support school improvement strategies

Table 6: Observation Roles

Formal Observation	Role of the Observer	Role of the Teacher
Pre-Conference	• Support and guide the teacher in planning and preparation • Use District Pre-conference form	• Provide evidence regarding their skills in planning and aligning their lessons to district standards and curricula • Identify student learning goals • Help observer understand the context of the lesson and orient them to the classroom environment and procedures including lesson plan prepared for Pre-Conference • Reflect on the guidance and support provided by the observer

Post-Conference	• Present evidence gathered during the observation • Provide an opportunity for the presentation of evidence across all four domains • Provide a climate and experience that enables the teacher and the observer to reflect upon all four domains and determine next steps	• Reflect upon the impact that the lesson had on student learning. • Present evidence gathered to support learning in all four domains (Teacher Evaluation Portfolio) • Reflect upon the feedback provided
Written Feedback	• Provide objective, actionable and timely feedback	• Reflect upon, engage in dialogue and take appropriate action
Informal Observation	**Role of the Observer**	**Role of the Teacher**
Written Feedback	• Provide objective, actionable and timely feedback	• Reflect upon, engage in dialogue and take appropriate action
Walkthrough	**Role of the Observer**	**Role of the Teacher**
Informal Feedback	• Provide objective, actionable and timely feedback	• Reflect upon, engage in dialogue and take appropriate action

	Announced	**Unannounced**
Formal	• Class Period/Block (minimum of 40 minutes) • Pre-Conference – occurs within 10 days of observation • Post-Conference – occurs no longer than 4 days following the observation • Results inform annual evaluation • Written feedback provided to the teacher iObservation	

Table 7: Observation Types and Characteristics

Informal	• At least 20 minutes long • Pre-Conference – occurs within 10 days of observation • Post-Conference – occurs no longer than 4 days following the observation • The results inform annual evaluation • Written feedback provided to the teacher • iObservation	• At least 20 minutes long • The results inform annual evaluation • Written feedback provided to the teacher
Walkthroughs	• Usually 3-10 minutes • Formative feedback only. Does not inform the annual evaluation.	• Usually 3-10 minutes • Informal feedback only. Does not inform the annual evaluation.

Table 8: Timeline of Observer Implementation

Year		Conduct Formal Observations*	Conduct Informal Observations	Conduct Final Rating
2015-2016	School and District Administrators	Yes	Yes	Yes
	Professional Learning Partner (PLP) *	No	Yes (does not inform the annual evaluation)	No
	Professional Learning Partner –Assigned (PLP-A) *	No	Yes (does not inform the annual evaluation)	No

**Only after having received training*

Table 9: Timeline contingent upon necessary documentation data available

Month	Category 1 Teachers	Category 2 Teachers	Category 3 Teachers	Struggling Teachers
AUGUST	Develop Schedule of Observations			
	Create IPLP using previous year evaluation results and data (when applicable)	Create IPLP using previous year evaluation results and data (when applicable)	Create IPLP using previous year evaluation results and data (when applicable)	Create IPLP/Improvement Plan and evaluation criteria using previous year evaluation results and data (when applicable)
	Observations			Observations
SEPTEMBER	Observations	Create IPLP using previous year evaluation results and data (when applicable)	Create IPLP using previous year evaluation results and data (when applicable)	Observations
	Align schedule of observations to address areas of deliberate practice identified in IPLPs			
OCTOBER	Observations	Observations	Observations	Observations
NOVEMBER	Observations	Observations	Observations	Observations
DECEMBER	Mid-Year Review including IPLP * Category I - Newly Hired 90 day review	Observations	Observations	Mid-Year Review including IPLP
JANUARY	Observations	Mid-Year Review, if needed, including IPLP	Mid-Year Review, if needed, including IPLP	Observations
FEBRUARY	Observations	Observations	Observations	Observations
MARCH	Observations Any additional observation requests must be made, in writing, by March 6th.	Observations Any additional observation requests must be made, in writing, by March 6th.	Observations Any additional observation requests must be made, in writing, by March 6th.	Observations Any additional observation requests must be made, in writing, by March 6th.
APRIL	Observations	Observations	Observations	Observations

MAY	Observations - First Week Only	Observations - First Week Only	Observations - First Week Only	Observations - First Week Only
JUNE/JULY	Administrator will Complete and Submit two Annual Evaluations for Category 1 & 2 teachers; one Annual Evaluation for Category 3			

Table 10: Identification and Support of Teachers Not Meeting Expectations

Identification and Support of Teachers not Meeting Expectations	
Purpose of the process	To provide focused support and structured intensive assistance for teachers who are not meeting district expectations
Definition of Teachers not Meeting Expectations	Category 1 Teachers: Unsatisfactory Summative Teacher Evaluation Score Category 2 or 3 Teachers: Needs Improvement or Unsatisfactory Summative Teacher Evaluation Score
General procedures	○ The district will assign a PLP to the struggling teacher based on their areas of need. Specific professional learning in those particular areas will be assigned and required to be progressed monitored through the *iObservation* system. Additionally, a minimum of 1 quarterly coaching session will be provided in the specific domain(s) deficient. Evidence gathered in the areas of need would reflect an improvement in Marzano's five-point scale through developing (II) and above to indicate improvement. ○ If a PLP was assigned to a Category 1 teacher, the PLP can be reassigned to ensure a match of needs. ○ In addition to the increased observations, the teacher will get increased, one-on-one assistance to develop their IPDP to address the most deficient domain. ○ Progress will be assessed and documented through the formal and informal observation process at a minimum of four times in each category. ○ A team consisting of an administrator and PLP, but also including Professional development staff, instructional coaches will meet at least quarterly to ensure that the needs of the struggling teacher are met.
Roles and responsibilities	Administrator(s) • Observe • Develop the IPDP to address the area(s) of need • Provide coaching and professional development • Render the final rating

	PLP • Observe • Provide coaching and professional development Struggling Teacher • Engage in the professional learning • Participate in the development of the IPDP • Provide documentation of professional learning • Provide evidence of implementation • Attend all meetings with their PLP, Professional Development Staff, Administrator(s), Instructional Coaches
Involvement of UFF (as appropriate)	Consult with Florida State University Human Resources and United Faculty of Florida as appropriate to ensure compliance with current contract.
Timelines	As indicated in Table 9, the teacher identified as "struggling" will receive a minimum of four observations both formally and informally. Additionally, walkthroughs will be conducted at minimum, twice per month by an administrator.

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
3.4 – 4.0	2.5 – 3.39	1.4 – 2.49	1.0 – 1.39

3. Other Indicators of Performance –

Florida State University Schools' Instructional Evaluation system includes the Individual Professional Learning Plan (IPLP) component (25%). This component consists of Deliberate Practices.

A Deliberate Practice score—

- measures progress against specifically targeted elements for improvement
- recognizes teacher's deliberate practice
- supports annual growth in teacher practice
- informs the development of the Individual Professional Learning Plan (IPLP)

The Deliberate Practice score (25%) will be a component of the overall formative status. The process for computing the Instructional Status score and the Deliberate Practice score reflects-

- 40% Instructional Status score (summative rating)
  - Addresses proficiency in the complete instructional framework
  - Accounts for teachers' experience levels and acknowledge milestones
  - Supports professional learning needs of new teachers
  - Monitors teachers' continued use of elements previously demonstrated
- 25% Deliberate Practice score
  - Measures growth in targeted area(s) of practice
  - Acknowledges teachers' improvement over time

The **Deliberate Practice** score is used, the final ratings for each Domain 1 Target element are averaged to compute an overall Deliberate Practice score. This score is correlated to the 4 point scale ranges to determine the Deliberate Practice rating.

The Instructional Status score and the Deliberate Practice score are weighted at 40% and 25% respectively and contribute to the overall summative score.

The teacher is a recognized leader in helping others with this activity.	4
Providing documentation of Goal Attainment.	3
Developing Student and Instructional Goals for Improvement Developing a Plan of Action to Achieve the Goal Connecting Goals to School Improvement Plan	2
Developing Student and Instructional Goals for Improvement Developing a Plan of Action to Achieve the Goal	1
IPLP Score:	

4. Summative Evaluation Score

Florida State University School's Performance Appraisal System has identified four categories of performance for instructional personnel summative ratings:

- Highly Effective (4)
- Effective (3)
- Needs Improvement [Developing for Category 1 teachers] (2)
- Unsatisfactory (1)

The combined summative rating combines the results of the Performance of Students score with the Instructional Practice score as detailed below.

DETERMINING THE PERFORMANCE OF STUDENTS SCORE

The Performance of Students score will be calculated as discussed in section 2.

DETERMINING THE INSTRUCTIONAL PRACTICE SCORE

The scale used by Marzano's model is a five-point scale consisting of:

- Innovating (4)
- Applying (3)
- Developing (2)
- Beginning (1)
- Not using (0)

Sources of evidence may include, but are not limited to, the following in order to determine an Instructional Practice score using Marzano's five-point scale:

Domain 1: Classroom Strategies and Behaviors	Domain 2: Planning and Preparing
• **Formal observation(s)** • **Informal, announced observation(s)** • **Informal unannounced observations(s)** • **Student surveys** • **Videos of classroom practice** • **Artifacts: Student Work, Assessments, Unit Plan/Lesson Plan, Digital Resources**	• Planning conference or preconference • Artifacts: Unit Plans/Lesson Plans, Curriculum Maps, Student Support Logs, Family Communication, Digital Resources

Domain 3: Reflecting on Teaching	Domain 4: Collegiality and Professionalism
• **Self-assessment** • **Post-observation conference** • **Teacher Inquiry** • **Videos of classroom practice** • **Lesson Study** • **IPDP Reviews/Discussion** • **Artifacts**	• Conferences • Parent Surveys • Student Surveys • Professional Learning Community Peer Feedback • Evidence of intern/pre-intern leadership • Evidence of participation on school based committees and leadership roles • Serving as a Professional Learning Partner • Advising school clubs/organizations • Evidence of cultivation of partnerships with other schools

A conversion from the five point Marzano scale to a 4-point scale follows:

Step 1: Drawing from the sources of evidence listed above and recorded in the *iObservation System,* observed elements are rated on the five-point scale.

Step 2: The number of ratings at each level for each of the four domains is counted.

Frequency	D1	D2	D3	D4
Level 4				
Level 3				
Level 2				
Level 1				
Level 0				
Total Elements	-	-	-	-

Step 3: The count from step 2 is converted to a percentage for each level of performance in each domain (number of ratings in that domain at that level/total number of occurrences in that domain*100).

Percentages	D1	D2	D3	D4
Level 4				
Level 3				
Level 2				
Level 1				
Level 0				
	%	%	%	%

Step 4: For each domain, the result from step 3 is applied to the description for each level on the Proficiency Scale for the appropriate category of teacher (1, 2 and 3). This results in a domain proficiency score between 1 and 4 for each domain.

Step 5: Each domain proficiency score is weighted and combined to determine an overall status score according to the following weights:

- Domain 1: 68% (41 elements)
- Domain 2: 14% (8 elements)
- Domain 3: 8% (5 elements)
- Domain 4: 10% (6 elements)

Step 6:

- The final step, completed in the iObservation platform, produces the instructional practice score and the student outcome side. The summative evaluation score formula is determined by 35% student growth measures + 40% instructional practice score + 25% IPLP. The chart below, Table 11, is used to determine the final summative rating for instructional staff.

Table 11: Four Point Scale Ranges

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
3.4 – 4.0	2.5 – 3.39	1.4 – 2.49	1.0 – 1.39

Florida State University Schools

Teacher Annual Evaluation Example

Name: Teacher
Evaluator: Principal

School Year: 2016-2017
Date Completed:

Instructional Practice Score:

Student Achievement Score:

Final Summative Evaluation Score:

Final Performance Level:

( ) Highly Effective () Effective ( ) Needs Improvement ( ) Unsatisfactory

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
3.5 – 4.0	2.5 – 3.4	1.5 – 2.4	1.0 – 1.4

School Leader Signature: _____

Date: _____

Teacher Signature: _____

Date: _____

VAM Score Conversion	Categorical Score	= Points
4	Highly Effective	4
3	Effective	3
2	Needs Improvement/Developing	2
1	Unsatisfactory	1

Non-VAM Score Conversion (this will be used for assessments that don't have a conversion chart listed within the document)	Categorical Score	= Points
76 – 100% growth or proficiency on any non-VAM assessment	Highly Effective	4
51 – 75% growth or proficiency on any non-VAM assessment	Effective	3
26 – 50% growth or proficiency on any non-VAM assessment	Needs Improvement/Developing	2
0 – 25% growth or proficiency on any non-VAM assessment	Unsatisfactory	1

Instructional Practice Score	= Points
3.50 - 4	4
2.50 – 3.49	3
1.5 – 2.49	2
1.0 -1.4	1

Final Summative Calculation Score:

Student Growth Score (worth 35%) = _____ (max = 1.4)

Instructional Practice Score = (worth 40%) = _____ (max = 1.6)

Other Indictors of Performance Score = (worth 25%) = _____ (max = 1.0)

Summative Evaluation Score = _____

Final Summative Score Range	Categorical Score
3.5 – 4.0	Highly Effective
2.5 - 3.4	Effective
1.5 – 2.4	Needs

	Improvement/Developing
1.0 – 1.4	Unsatisfactory

5. Additional Requirements

Annually, Florida State University Schools provides instructional personnel the opportunity to review their class rosters for accuracy and to correct any mistakes.

The evaluator is the individual who is responsible for supervising the employee. Other trained personnel consists of district administration.

FSU Lab will provide instructional personnel the opportunity to review their class rosters for accuracy and to correct any mistakes.
The evaluator in FSU Lab Schools is the individual who is responsible for supervising the employee. An evaluator may consider input from other personnel trained in evaluation practices such as District Administration.
Training programs and processes to ensure that all employees subject to an evaluation system are informed on evaluation criteria, data sources, methodologies, and procedures associated with the evaluation before the evaluation takes place, and that all individuals with evaluation responsibilities and those who provide input toward evaluation understand the proper use of the evaluation criteria and procedures. **TEACHER TRAINING** Teachers will be provided professional development at the beginning of the school year, continue to observe master teachers throughout the year, and be trained during the Teacher Induction Program. Results from previous year observations will help guide the direction as to which elements teachers will target. **EVALUATOR TRAINING** Starting in 2011, all administrators and professional development staff responsible for observations and evaluations attended an initial 2-day training in Dr. Robert Marzano's Observation and Feedback Protocol. Dr. Marzano's system upgrades walkthroughs, instructional rounds, and observations to monitor and support use of research-based strategies for effective teaching in every classroom. Participants learned how to use the protocol, provide meaningful feedback, and to support teachers' growth through a revised teacher performance evaluation system. Additionally, Administrators received Marzano's *The Art and Science of* Teaching and *Effective Supervision* to begin a Book Study in June 2012. During June 20-21, 2013 four Administrators attended the Marzano Conference for additional training. Subsequent initial training opportunities for new administrators and personnel with other educational roles will be offered periodically either by the district or on a regional basis by the North East Florida Educational Consortium (NEFEC) or Panhandle Area Educational Consortium (PAEC). During the 2015-2016 school year, all administrators were provided with Side-by-side coaching with a Marzano certified trainer for 2 full days. Cohorts of initially trained participants will participate in ongoing professional development spread throughout the school year to augment the learning of the initial 2-day training. Offered by NEFEC staff who will be certified in Marzano's Leaders of Learning Program, topics will include: • Marzano's Observation and Feedback Protocol • Inter-rater reliability for observers • Constructing effective feedback • Analyzing data on teacher practice for trends and patterns • Collecting data to convene collegial conversation • Connecting teacher practice to Performance of Students

FSU Lab Schools will provide timely feedback to the individual being evaluated. • Pre-Conference – occurs within 10 days of observation • Post-Conference – occurs no longer than 4 days following the observation • Results inform annual evaluation • Written feedback provided to the teacher iObservation
FSU Lab Schools will use results from the evaluation system and the annual Needs Assessment for professional development focus and targeted activities.
FSU Lab Schools will require participation in specific professional development programs by those who have been evaluated as less than effective. Teachers will be given a Professional Improvement Plan targeting specific areas of improvement.
FSU Lab Schools will observe and evaluate all instructional personnel and classroom teachers at least once a year.
FSU Lab Schools will observe and evaluate classroom teachers newly hired by the district at least twice in the first year of teaching in the district.

6. District Evaluation Procedures

FSU Lab Schools will provide evidence that its evaluation policies and procedures comply with the following statutory requirements:

- In accordance with s. 1012.34(3)(c), F.S., the evaluator must:
  - submit a written report of the evaluation to the district school superintendent for the purpose of reviewing the employee's contract.
  - submit the written report to the employee no later than 10 days after the evaluation takes place.
  - discuss the written evaluation report with the employee.
  - FSU Lab School employees will have the right to initiate a written response to the evaluation and the response will become a permanent attachment to his or her personnel file.
- FSU Lab Schools will provide evidence that its evaluation procedures for notification of unsatisfactory performance comply with the requirements.
- FSU Lab Schools will comply with the requirement that the district school superintendent will annually notify the Department of any instructional personnel who receive two consecutive unsatisfactory evaluations and will notify the Department of any instructional personnel who are given written notice by the district of intent to terminate or not renew their employment.

Evaluators are expected to have a full understanding of the proper use of evaluation criteria and procedures, including evaluator accuracy and inter-rater reliability. Evaluators must follow district policies and procedures in the implementation of the evaluation system(s), use evaluation data to identify individual professional development needs as well as inform school and district improvement plans.

STEP 1: ADMINISTRATOR INFORMS TEACHER ABOUT EVALUATION PROCESS

School administrators meet with instructional staff during pre-planning week to orient and to inform them of assessment criteria and procedures. (Attendance at this meeting is mandatory. Teachers must sign an attendance roster.) The orientation will include evaluation criteria, data sources, methodologies, and procedures associated with the evaluation, as well as clarification regarding staff members who may provide input toward the evaluation and assurance that they understand the proper use of the evaluation criteria and procedures. [Rule 6A-5.030(2)(f)3., F.A.C.]

The Florida State University Schools Instructional Evaluation Plan is available on the district website. As additional staff is employed, administrators review the criteria and procedures of the assessment system within the first ten (10) working days of each teacher's employment.

STEP 2: ADMINISTRATOR MEETS WITH TEACHER TO ASSIST IN DEVELOPMENT OF INDIVIDUAL PROFESSIONAL LEARNING PLAN

During the session, the objectives and essential functions focus for both personal and organizational development will be established or reviewed. Administrators may collaborate with teachers to develop

an Individual Professional Learning Plan. The IPLP must clearly relate to specific performance data for the teacher and for the students to whom the teacher is assigned.

Teachers should bring the rubric with them to the post conference and have evidence of self-assessment. The evaluation conference should become a professional conversation.

The IPLP must include clearly defined training objectives and specific and measurable improvements in student performance that are expected to result from the training activity. The plan must measure the extent to which each training activity did accomplish the performance gains that were predicted to result from the training.

STEP 3: ADMINISTRATOR SCHEDULES OBSERVATION AND PRE-OBSERVATION CONFERENCE

Collaboratively, the administrator and teacher set an observation date and time. The teacher must be given a ten working day notice prior to the announced classroom formal observation. The administrator provides a Pre-Observation Conference Form to the teacher (in advance, if requested) of the conference and asks him or her to bring a completed lesson plan.

STEP 4: ADMINISTRATOR HOLDS PRE-OBSERVATION CONFERENCE (If Applicable)

Teacher brings a copy of a lesson plan to the Pre-Observation Conference. The administrator uses it to guide the conversation and to organize the observation Design Questions and Elements selection from Domain 1 as he/she records evidence.

Domain 1: Classroom Strategies and Behaviors: Teacher discusses the lesson to be observed. The teacher should do most of the talking, but the administrator should ask questions and offer suggestions for improvement to the lesson. The lesson plan may be revised before the scheduled observation.

A copy (including teacher and administrator signatures) of the Pre-Observation Conference form is given to the teacher at the end of the Pre-Observation Conference. Both parties should agree on the elements that will be observed during the lesson.

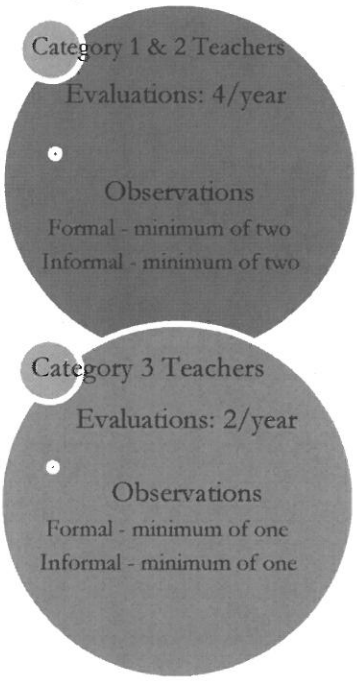
STEP 5: ADMINISTRATOR OBSERVES TEACHER

Administrator gathers evidence of the teacher's and students' actions, statements, and questions using an electronic device or evidence collection tool. The length of the announced informal observation will be approximately 20 minutes and 45 minutes for a formal observation.

It is expected that numerous informal interactions and observations will occur throughout the school year. A formal observation is defined as observing a classroom teacher for one full period. All formal observations should be completed by May 1. An Informal observation is defined as observing a classroom teacher for approximately 20 minutes. Walk-throughs are defined as those interactions which occur during unannounced classroom visits.

STEP 6: ADMINISTRATOR SCHEDULES POST-OBSERVATION CONFERENCE

Administrator schedules the formal post-observation conference for no later than four (4) working days after the observation takes place. Category 3 Effective and Highly Effective teachers may opt out of Informal Post- conference if requested. The provision of timely feedback is in compliance with Rule 6A-5.030(2)(f)4., F.A.C.]



Administrator initiates the Post-Observation Reflection Form in *iObservation* and this reflection is expected to be complete by the teacher in advance of the post-observation conference.

STEP 7: ADMINISTRATOR ALIGNS EVIDENCE USING THE RUBRICS

After the observation, the administrator identifies the relevant component(s) for each piece of evidence. Administrator compares the evidence listed under each component to the level of performance descriptions, as indicated on the evaluation rubric, and chooses the level of performance for each element that closely aligns to the evidence.

The administrator is to provide the employee with coaching and assistance throughout each yearly cycle in meeting any performance expectations where difficulty is encountered. The administrator also may suggest other forms of assistance such as advice from a colleague or in-service training.

For employees whose performance is rated *Highly Effective or Effective*, the principal/administrator is encouraged to assist them in building on their strengths and further developing their skills. These effective employees should be encouraged to share their experiences or mentor beginners. When performance is rated as *Needs Improvement or Unsatisfactory* during the interim performance review or the final annual review, the coaching and assistance plan is documented on the Professional Improvement Plan.

STEP 8: ADMINISTRATOR HOLDS POST-OBSERVATION CONFERENCE

Teacher reflects on the lesson using the Reflection digital form. Administrator and teacher discuss the evidence collected and the levels of performance chosen.

Administrator and teacher acknowledge the observation/evaluation form on a paper form or via a comparable e- form. The teacher has the right to request an additional observation with the Director of Research and Teacher Education. The teacher also has the right to initiate a written response to the observation/evaluation and the response shall become a permanent attachment to the observation and/or evaluation instrument placed in the individual teacher's personnel file.

STEP 9: DISTRICT ADMINISTRATORS FINALIZES TEACHERS' ANNUAL EVALUATION FORM

Once the student performance data is provided by the Florida Department of Education, district administrators will add that data and IPLP data to the Teachers' Annual Evaluation Form. These data will produce a final teacher rating (65% of summative score).

The Final written report may be discussed with the employee and the employee has the right to initiate a written response to the evaluation and the response shall become a permanent attachment to his or her personnel file. Administration reviews and signs the teacher final rating data.

STEP 10: TEACHERS ARE NOTIFIED OF FINAL OVERALL RATING

For teachers receiving an overall rating of effective or highly effective:

FSUS Human Resource Department notifies teacher of written final rating and teachers may request a conference to discuss results with administration. The teacher will have the right to review the student test data and initiate a written response to the assessment, and the response shall become a permanent attachment to the assessment instrument placed in the individual teacher's personnel file.

District Administration must submit a written report of all final evaluations to the Director for the purpose of reviewing the employee's contract.

Rating Scale Definitions

Florida State University Schools expects all employees to provide competent and professional work that should improve over time. The employee and administrator should discuss the level of performance that is expected for each dimension in the planning session. In determining the expected performance levels, the requirements of the position and the employee experience are to be considered.

Highly Effective

The "Highly Effective" level describes performance that is well above the Effective and results from consistent engagement with "professional practice." The highly effective teacher frequently serves as a role model to others and refers to professional teaching that innovatively involves students in the learning process to create a true community of learners. Teachers performing at this level are master teachers and leaders in the field, both inside and outside of their school.

Effective

The "Effective" level describes performance that has school-wide impact, clearly makes a significant contribution to the school, and refers to successful, professional teaching that is consistently at a high level. It would be expected that most experienced teachers would frequently perform at this level.

Needs Improvement/Developing

The "Needs Improvement/Developing" level describes teachers who show an understanding of what is required for success, but requires additional attention to ensure an acceptable level of proficiency. This rating refers to teaching that reflects the necessary knowledge and skills to be effective, but its application is inconsistent. "Needs Improvement" will be used for teachers with 3+ years of experience. "Developing" will be used for teachers with 3 years or less and experience and for experienced teachers new to the district.
If this category is used, there must be written support regarding how performance is to be improved using the Professional Improvement Plan.

Unsatisfactory

The "Unsatisfactory" level describes teachers who are not demonstrating proficiency through their actions or inactions on the skill sets needed for improved student learning. This rating indicates performance that does not meet the **minimum requirements** of the position and the level of performance commensurate with the experience of the employee. If this category is used, there must be written support regarding how performance is to be improved. The rating of Unsatisfactory indicates performance that is not acceptable for continued employment provided that level of service continues. An employee receiving this rating should be notified that future performance assessments will be conducted according to the Department of Education Professional Practices Services Section NEAT procedures. Continued performance at this level should result in notice of termination when the rights of due process and just cause are evident. School districts should remain particularly sensitive to the appeal rights of employees identified in 1012.34(4), F.S. [Rule 6A-5.030(2)(h), F.A.C.]

Florida State University Schools will comply with the requirement that the FL DOE be notified annually of any instructional personnel who receive two consecutive unsatisfactory evaluations and shall notify the Department of any instructional personnel who are given written notice by the district of intent to terminate or not renew their employment, as outlined in s. 1012.34(5), F.S.

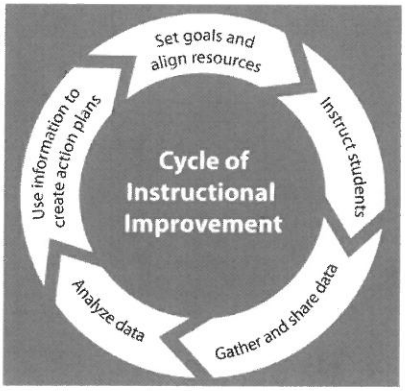
7. District Self-Monitoring

The purpose of Florida State University School's redeveloped Performance Evaluation System is to establish an overall system of continuous improvement focused on increasing student academic performance by improving the quality of instructional, administrative, and supervisory service (1012.34 (1)(a), F.S.

School improvement goals are informed by data based on student learning outcomes and trends in instructional practice as captured and aggregated in *iObservation*. These same data are used to measure teacher effectiveness and inform decisions about classroom practice, staffing, and professional learning needs. Instructional evaluation results will be used to identify both challenge areas and possible solutions to be addressed in school and district improvement plans.

At the teacher, school, and district level this system is based on a cycle of instructional improvement. This system is illustrated in Figure 3.

Figure 3: Cycle of Instructional Improvement



Teacher action plans will be documented in their Individual Professional Learning Plans (IPLPs). IPLPs will identify target areas for deliberate practice based on instructional practice observation results and student learning outcomes from the previous year. Timelines for this process are detailed in Table 9.

As outlined in Table 8, teachers may receive observations from educators with various administrative/instructional roles. Supporting continuous progress in instructional growth will generate input from numerous sources. For teachers and instructional personnel, administrators will conduct the final Summative Teacher Evaluation. All personnel giving input into the evaluation of another employee **must** have attended training on the evaluation and observation process prior to performing any observations. A comprehensive understanding of the Marzano Evaluation Model's 4 Domains, 60 elements, observation forms and procedures, and overall evaluation system process is critical to ensure both the accuracy and reliability of observations, feedback, and input.

The district personnel and principals meet annually to review the Instructional Evaluation System to determine compliance with the Florida Statute. The team usually meets in the summer of each year to evaluate the effectiveness of the system. During the review, the team determines if:

- The evaluator understands of the proper use of evaluation criteria and procedures, including evaluator accuracy and inter-rater reliability.
- The evaluator provides necessary and timely feedback to the employees being evaluated.
- The use of evaluation data is used to identify individual professional development.
- The use of evaluation data is used to inform school and district improvement plan.

The team looks at the performance evaluation results from the prior school year for all instructional personnel using the four levels of performance. The performance evaluation results for instructional personnel are disaggregated by classroom teacher and all other instructional personnel; by school site; and by instructional level.

Changes and revisions to the teacher evaluation system will be recommended. All substantial revisions will be reviewed and approved by the district school board before being used to evaluate teachers.

Appendix A – Checklist for Approval

Performance of Students

The district has provided and meets the following criteria:

For all instructional personnel:

- ☐ The percentage of the evaluation that is based on the performance of students criterion.
- ☐ An explanation of the scoring method, including how it is calculated and combined.
- ☐ At least one-third of the evaluation is based on performance of students.

For classroom teachers newly hired by the district:

- ☐ The student performance measure(s).
- ☐ Scoring method for each evaluation, including how it is calculated and combined.

For all instructional personnel, confirmed the inclusion of student performance:

- ☐ Data for at least three years, including the current year and the two years immediately preceding the current year, when available.
- ☐ If less than the three most recent years of data are available, those years for which data are available must be used.
- ☐ If more than three years of student performance data are used, specified the years that will be used.

For classroom teachers of students for courses assessed by statewide, standardized assessments:

- ☐ Documented that VAM results comprise at least one-third of the evaluation.
- ☐ For teachers assigned a combination of courses that are associated with the statewide, standardized assessments and that are not, the portion of the evaluation that is comprised of the VAM results is identified, and the VAM results are given proportional weight according to a methodology selected by the district.

For all instructional personnel of students for courses not assessed by statewide, standardized assessments:

- ☐ For classroom teachers, the district-determined student performance measure(s) used for personnel evaluations.
- ☐ For instructional personnel who are not classroom teachers, the district-determined student performance measure(s) used for personnel evaluations.

Instructional Practice

The district has provided and meets the following criteria:

For all instructional personnel:

- ☐ The percentage of the evaluation system that is based on the instructional

practice criterion.

- ☐ At least one-third of the evaluation is based on instructional practice.
- ☐ An explanation of the scoring method, including how it is calculated and combined.
- ☐ The district evaluation framework for instructional personnel is based on contemporary research in effective educational practices.

For all instructional personnel:

- ☐ A crosswalk from the district's evaluation framework to the Educator Accomplished Practices demonstrating that the district's evaluation system contains indicators based upon each of the Educator Accomplished Practices.

For classroom teachers:

- ☐ The observation instrument(s) that include indicators based on each of the Educator Accomplished Practices.

For non-classroom instructional personnel:

- ☐ The evaluation instrument(s) that include indicators based on each of the Educator Accomplished Practices.

For all instructional personnel:

- ☐ Procedures for conducting observations and collecting data and other evidence of instructional practice.

Other Indicators of Performance

The district has provided and meets the following criteria:

- ☐ Described the additional performance indicators, if any.
- ☐ The percentage of the final evaluation that is based upon the additional indicators.
- ☐ The scoring method, including how it is calculated and combined.

Summative Evaluation Score

The district has provided and meets the following criteria:

- ☐ Summative evaluation form(s).
- ☐ Scoring method, including how it is calculated and combined.
- ☐ The performance standards used to determine the summative evaluation rating (the four performance levels: highly effective, effective, needs improvement/developing, unsatisfactory).

Additional Requirements

The district has provided and meets the following criteria:

- ☐ Confirmation that the district provides instructional personnel the opportunity

to review their class rosters for accuracy and to correct any mistakes.

- ☐ Documented that the evaluator is the individual who is responsible for supervising the employee.
- ☐ Identified additional positions or persons who provide input toward the evaluation, if any.

Description of training programs:

- ☐ Processes to ensure that all employees subject to an evaluation system are informed on evaluation criteria, data sources, methodologies, and procedures associated with the evaluation before the evaluation takes place.
- ☐ Processes to ensure that all individuals with evaluation responsibilities and those who provide input toward evaluation understand the proper use of the evaluation criteria and procedures.

Documented:

- ☐ Processes for providing timely feedback to the individual being evaluated.
- ☐ Description of how results from the evaluation system will be used for professional development.
- ☐ Requirement for participation in specific professional development programs by those who have been evaluated as less than effective.
- ☐ All instructional personnel must be evaluated at least once a year.
- ☐ All classroom teachers must be observed and evaluated at least once a year.
- ☐ Newly hired classroom teachers are observed and evaluated at least twice in the first year of teaching in the district.

For instructional personnel:

- ☐ Inclusion of opportunities for parents to provide input into performance evaluations when the district determines such input is appropriate.
- ☐ Description of the district's criteria for inclusion of parental input.
- ☐ Description of manner of inclusion of parental input.
- ☐ Identification of the teaching fields, if any, for which special evaluation procedures and criteria are necessary.
- ☐ Description of the district's peer assistance process, if any.

District Evaluation Procedures

The district has provided and meets the following criteria:

- ☐ That its evaluation procedures comply with s. 1012.34(3)(c), F.S., including:
  - ➢ That the evaluator must submit a written report of the evaluation to the district school superintendent for the purpose of reviewing the employee's contract.
  - ➢ That the evaluator must submit the written report to the employee no later than 10 days after the evaluation takes place.
  - ➢ That the evaluator must discuss the written evaluation report with the employee.
  - ➢ That the employee shall have the right to initiate a written response to the

evaluation and the response shall become a permanent attachment to his or her personnel file.

- ☐ That the District's procedures for notification of unsatisfactory performance meet the requirement of s. 1012.34(4), F.S.
- ☐ That district evaluation procedures require the district school superintendent to annually notify the Department of any instructional personnel who receives two consecutive unsatisfactory evaluations and to notify the Department of any instructional personnel who are given written notice by the district of intent to terminate or not renew their employment, as outlined in s. 1012.34, F.S.

District Self-Monitoring

The district self-monitoring includes processes to determine the following:

- ☐ Evaluators' understanding of the proper use of evaluation criteria and procedures, including evaluator accuracy and inter-rater reliability.
- ☐ Evaluators provide necessary and timely feedback to employees being evaluated.
- ☐ Evaluators follow district policies and procedures in the implementation of evaluation system(s).
- ☐ The use of evaluation data to identify individual professional development.
- ☐ The use of evaluation data to inform school and district improvement plans.

SUPPLEMENTS FOR FSUS
ACADEMIC YEAR 2017-2018

ACADEMIC SUPPLEMENTS	YEARLY AMOUNT
Team Leader Kindergarten	$1,200
Team Leader Grade 1	$1,200
Team Leader Grade 2	$1,200
Team Leader Grade 3	$1,200
Team Leader Grade 4	$1,200
Team Leader Grade 5	$1,200
Team Leader Special Areas	$1,200
Dept. Head English Curriculum Leader	$1,200
Dept Head Math Curriculum Leader	$1,200
Dept. Head Performing Arts	$1,200
Dept. HeadForeign Lang	$1,200
Dept. HeadScience Curriculum Leade	$1,200
Dept. Head Visual Arts	$1,200
Dept. Head Social Studies Curriculum	$1,200
Dept. Head Voc/Tech	$0
Dept. Head PE	$1,200
Dept. Head Reading	$0
Team Leader Grade 6	$1,200
Team Leader Grade 7	$1,200
Team Leader Grade 8	$1,200
A+ Bonuses as approved by school board	
voted on by faculty and staff (if eligible)	
Advance Placement Bonuses	
$50 per student passing with 3 or higher	
Career Tech	
$25/$50 for each student passing	
Grant Funded supplements:	
Mentor bonuses for faculty members	
Teacher Induction Program I	$900
Teacher Induction Program II	$300
Event Supplement for faculty that	$75 per event
meet requirements	

ACTIVITY SUPPLEMENTS	131017 610
MS Brain Bowl	$600
Key Club	$600
Middle Sch. Student Gov't	$600
9th Grade Sponsor	$600
10th Grade Sponsor	$600
11th Grade Sponsor	$800
11th Grade Sponsor	$800
12th Grade Sponsor	$800
12th Grade Sponsor	$800
12th Grade Sponsor	$800
FBLA (Hospitality)	$600
Mu Alpha Theta	$600
Latin Club	$600
Science Club	$600
Spanish Club	$600
JNHS	$600
NHS/Brain Bowl	$600
NHS/Brain Bowl	$600
NHS/Brain Bowl	$0
Safety Patrol - Elem	$600
Yearbook	$1,200
Newspaper	$1,200
Student Govt	$1,200
Choral	$1,200
Orchestra	$1,200
Band	$2,400
K-5 Kids Club	$600
State Lab School Journal	$0
K-5 Mini Mu	$600
Singing Seminoles	$1,200
Rho Kamma	$600
Engineering Club	$600
Thespian Club	$600
Dance Team	$600
MS Math Competition	$600
Challenger	$600
Model United Nations	$600
Tech Liaison Elementary	$600
Tech Liaison Secondary	$600
NEHS	$600
GSA	$600
Military Science	$600

Appendix F
updated 2/6/2018

Professional Employee Compensation
Salary Schedule/Formulas for Performance Pay under F.S. 1012. 22
2017-2018 School Year

GF (Grand Father)	=	x
PE (Pay for Per effective)	=	1.00005x
PHE (Pay for Per Highly Eff.)	=	1.35x

Grandfather Schedule		Performance Pay Schedule			
		Factors (2)			
X		1.0005		1.35	
GF		PE		PHE	
# of Employees (1)		# of Employees (1)			
49	+	42	+	12	103
Employees times factor (3)		Employees times factor (3)			
49		42		16	107
Funds available (4)					X (5)
$ 100,000	Div	$ 107			$ 935

Increase per employee (6)		Increase per employee (6)				
GF		PE		PHE		
$935		$936		$1,262		
$ 45,815	+	$ 39,312	+	$ 15,144	=	$ 100,271

74.17% PE must be between 50% and 75% of PHE

Formula:

1: Determine the number of teachers in each Category: actual 2% = $86,709
   a) Grandfather (GF)
   b) Effective (PE)
   c) Highly Effective PHE

2: Determine funding factors for each employee category

3: Multiply the number of teachers in each category by the corresponding factor.

4: Determine the total amount of funds available.

5: Divide the total amount of funds available by the total teacher factor.

6: Multiply the amount determined by the funding ratio for each category to determine base salary increase.

Appendix G

Florida State University Schools, Inc. -- Florida State University

ENTRY SALARY SCHEDULE 2017-2018

Salary Schedule Level	Bachelors
0	36,261.00
1	36,771.00
2	37,077.00
3	37,383.00
4	37,689.00
5	37,995.00
6	38,301.00
7	38,709.00
8	39,117.00
9	39,525.00
10	39,933.00
11	40,341.00
12	40,851.00
13	41,361.00
14	41,871.00
15	42,381.00
16	42,891.00
17	43,707.00
18	44,523.00
19	45,339.00
20	46,155.00
21	46,971.00
22	48,093.00
23	49,215.00
24	50,337.00
25	51,459.00
26	52,581.00
27	53,295.00
28	54,009.00
29	54,723.00
30	55,437.00
31	56,151.00
32	56,865.00
33	57,579.00
34	58,293.00
35	59,007.00

BASE SALARY $36,261

ADD TO BASE:

EDUCATIONAL INCREASES	Increase per level	Total increase added to base
Master's	1000	1000
Ed Specialist or 30 additional graduate hours	1000	2000
PHD	1000	3000

PROMOTIONAL INCREASES	Increase per level	Total increase added to base
Asst. Professor	1500	1500
Assoc. Professor	2500	4000
Professor	3000	7000

Appendix H