

TEACHER CONTRACT

BETWEEN THE  
DISTRICT SCHOOL BOARD OF MONROE COUNTY  
241 TRUMBO ROAD KEY WEST, FL 33040

AND THE

UNITED TEACHERS OF MONROE  
1310 UNITED STREET #115  
KEY WEST, FL 33040 FEA, AFT, LOCAL 3709, AFL-CIO



July 1, 2025 - June 30, 2026

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## ARTICLE I: GENERAL PURPOSES

### Section 1: Preamble

WHEREAS, meeting the educational needs of the children, youth, and adults of Monroe County requires the full cooperative effort of all members of the staff of the Monroe County Public Schools; the Board and the Union pledge their individual and joint support to bring about the highest quality performance in the educational program of the District School Board of Monroe County; and

WHEREAS, the Board and the Superintendent of Schools, hereinafter referred to as the "Superintendent," have the constitutional and statutory authority, respectively, for the operation of the District School Board of Monroe County in addressing the educational needs of the community; and

WHEREAS, the Union and the Board agree to uphold the State Board of Education Rules 6B-1.001, Code of Ethics of the Education Profession in Florida and 6B-1.006, Principals of Professional Conduct for the Education Profession in Florida; and

WHEREAS, the Union and the Board, following good faith negotiations have reached certain understandings and in consideration of the following mutual covenants, it is hereby agreed as follows:

### Section 2: Purpose

This contract is negotiated under Florida Statutes Chapter 447, Part II, in order to fix for its duration, wages, hours, and terms and conditions of employment. The parties believe that where effective and harmonious working relationships can be encouraged between the Board, the employees and the Union, the cause of public education can best be served.

The Union and each of its members affirm the concept that all employees support the effective and active development of a positive, progressive, and cooperative attitude toward the operation of schools in Monroe County.

### Section 3: Preservation of Benefits

Nothing contained herein shall be construed to deny any employee their rights under State Law, under State Board of Education rules, or under School Board Rules. However, any alleged denial of these rights shall not be grievable but shall be dealt with under available statutory and administrative remedies.

### Section 4: Definitions

These definitions are to be used to assist in clarifying and understanding the intent and language of this contract and do not constitute more than working definitions within the context of this contract.

A. Board: The District School Board of Monroe County

B. Board Rules: That body of rules adopted by the District School Board of Monroe County.

C. Continuous Employment Date: The date a new employee starts working with the Monroe County School District without a break in service will be used to determine years of service for longevity and seniority purposes.

D. Days: As referred to in the time limits herein, days shall mean working days.

- E. Directives: Those administrative directives issued by the Superintendent or the designee(s).
- F. District: The Monroe County School System.
- G. Employee: All personnel in the unit represented exclusively by the Union.
- H. Grievant: The grievant shall mean any full-time or part-time teacher and such other person who is a member of the bargaining unit.
- I. Parties: The United Teachers of Monroe, as the exclusive bargaining agent, and the District School Board of Monroe County as Employer.
- J. Principal: The chief administrator of a school site.
- K. Work Site: That location where the member of the unit performs his/her duties on an itinerant or regular basis.
- L. State Regulations: That body of regulations adopted by the State Board of Education and the State of Florida and directives issued by the Commissioner of Education to clarify and implement State Statutes which relate to education in the State of Florida.
- M. Superintendent: The Superintendent of the District School Board of Monroe County or the designee(s).
- N. Supervising Administrator: The individual who serves as the ranking administrator at the work location.
- O. Teacher: All certified employees in the unit who work with students or in student-related work, both in schools and at other sites.
- P. Union: The United Teachers of Monroe, FEA, AFT Local 3709, AFL-CIO as the exclusive bargaining agent representing members of the bargaining unit.
- Q. Unit: That group of non-exempt employees determined by the Board and the Union and approved by the Florida Public Employees Relations Commission, hereinafter called "PERC", to be appropriate for the purpose of collective bargaining.
- R. Time in the district – length of service from hire date
- S. Qualifications: meets minimum certification requirements to be in-field and ADA requirements of the job description advertised.
- T. Training: any formal technical or professional training related to the job description of the job advertised.
- U. Experience: any teaching experience in the job advertised.
- V. Vacancy: Any current position in the school system that is advertised.

W. New position: Any position that did not exist in the district prior to posting for the first time.

#### Section 5: Titles

Titles of the Articles herein shall not in and of themselves affect the meaning, construction, or effect of any the sections of or provisions of this contract.

#### Section 6: Severability

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be void and the parties will attempt to renegotiate the provision to conform it to law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

#### Section 7: Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### Section 8: Compliance with Contracts

The parties agree that all employees of the Board shall implement and carry out the provisions of this collective bargaining agreement entered into by the Board and the Union.

#### Section 9: Non-Discrimination

The provisions of this contract shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap, or marital status, unless such condition is imposed by a court, State or Federal agency. Alleged violations of the preceding shall be resolved through appropriate administrative or judicial proceedings and shall not be subject to the grievance/arbitration procedure.

### ARTICLE II: RECOGNITION

#### Section 1: Position Classification

The Board hereby recognizes the Union as the exclusive bargaining agent for the employee unit comprised of classroom teachers, beginning teachers, librarians, guidance counselors, CCAPS Counselors, permanent substitutes, teachers of homebound students, special program teachers, cluster leaders, grade level chairmen and department chairmen; excluding Superintendent, Executive Leadership, Team Leaders, Directors, Coordinators, Principals, Substitute Teachers, Teacher Aides, Deans, and all other hourly paid employees.

#### Section 2: Managerial/Confidential Exemptions

The Union recognizes the authority of the Board and/or Superintendent to designate new administrative or supervisory positions as managerial or confidential. The Union further recognizes the authority of the Board and/

or Superintendent to designate persons in an acting capacity for a maximum of one (1) fiscal year to fill administrative or supervisory positions.

### ARTICLE III: MANAGEMENT RIGHTS

#### Section 1: Exclusive Management Authority

A. The provisions of this contract are not to be interpreted in any way or manner to change, amend, modify or in any way, to delimit the exclusive authority of the Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, established by constitutional provision, state, and federal statutes, State Board rules and Board policies, shall continue to be exercised exclusively by the Board and the Superintendent with prior notice or negotiations with the Union as required by law, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the Board and the Superintendent, by way of illustration and not by way of limitation, include the following: (1) selection and promotion; (2) separation, suspension, dismissal, and termination of employees for just cause; and (3) the designation of the organizational structure of and the lines of administrative authority.

B. It is understood and agreed that management possess the sole right, duty, and responsibility for operation of the schools, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Contract.

#### Section 2: Contracting Out

The Board will attempt to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, the Board reserves the right to contract out for any work it deems necessary or desirable, unless otherwise specified in this agreement, subject to impact negotiations. The meaning of "contract out" shall be that of "subcontracting," as defined in the management rights case law of the Florida Public Employees Relations Commission.

### ARTICLE IV: MAINTENANCE OF CONTRACTUAL STANDARDS

Where the Board determines it necessary or desirable to provide current or new employees covered by this contract opportunity to participate in contracted or shared programs with other governmental agencies, community or charitable organizations or private corporations, the Board agrees that the salary, terms, and conditions of this contract shall apply to those employees.

#### Section 1: Charter Schools

##### A. Conversion of an Existing School:

Any proposal for converting an existing district school to a charter school shall comply with all provisions of the law as outlined in Florida statutes prior to implementation.

1. Any proposal developed for converting an existing district school to a charter school shall be presented to the full faculty prior to conducting a vote to convert to a Charter School.

2. In order to demonstrate the needed 50 percent support of the teachers at an existing school for converting to a charter school, a secret ballot vote shall be conducted at the school site. A committee comprised of one (1) member designated by the Superintendent and one (1) member designated by the UTM President shall conduct

the balloting. The committee members shall not be employees of the school. Notification of the results of the vote shall be immediately made public.

3. In order to demonstrate the needed 50 percent support of the parents of the children enrolled at the school site, the parties seeking to convert an existing school to a charter school shall conduct a vote of those parents affected. A list of the parents shall be certified by the school office as being qualified to vote on the issue of whether the school is to be a charter school. The committee identified in A (2) shall certify the balloting results and shall be present during the secret ballot vote.

4. When an existing school meets all the criteria for converting to a charter school, all employees of that school who are members of an existing bargaining unit shall decide by a secret ballot election conducted by the UTM whether to remain in the existing bargaining unit, form their own bargaining unit, or choose to have no bargaining unit.

5. Should the Board terminate a converted charter school, all public employees on approved leave from the school district and employed at the charter school shall again become employees of the school district.

#### B. Beginning with the 2009-2010 school year, Startup Public Charter School

Any proposal for developing a startup public charter school shall comply with all provisions of the law as outlined in Florida statutes prior to implementation.

### ARTICLE V: DISTRIBUTION OF CONTRACTS

#### Section 1: Individual Contract

Where state statutes require that employee(s) serve under individual contract, the Board agrees that each employee shall receive a copy of that contract within thirty (30) calendar days after receipt by the Personnel Department of a valid Florida teaching certificate. Upon initial employment with the Monroe County School District, instructional personnel will receive a probationary contract for a period of one (1) year.

All teachers employed on Annual Contract shall receive a copy of their contract within thirty (30) calendar days after approval by the Board and the Union of the salary schedule for the school year. Teachers must return their signed copy of said contract within five (5) days of receipt of said contract.

#### Section 2: Negotiated Contract

The negotiated contract shall be distributed to all members of the bargaining unit; production costs to be borne equally by the parties.

#### Section 3: Partial Contract

All partial contracts shall be for a maximum of one year unless extended by agreement of both the administration and the employee. All PSC and CC contract rights are maintained while on partial contract as specified in Florida Statutes. Any partial contract percent shall be determined first by the number of periods taught, if applicable, and then by time as compared to the normal workday of seven and one-half hours and the normal workweek. Teachers on a partial contract of 51% or less are not provided duty-free lunch or a planning period within the 51% contract. Teachers on such a partial contract may choose to add a duty free lunch and/or planning period into their day. However, such additions shall not increase the percentage of their contract. Teachers on a contract of more than 51% shall be entitled to duty-free lunch and the appropriate pro-ration of planning time as

provided by the contract. Other duties, which may be necessary to meet the time required, shall be determined by the principal after consulting with the teacher.

## ARTICLE VI: JOINT LEGISLATIVE ACTION

The Union and the Board agree to work cooperatively to support the passage of legislation, which will improve the quality of education in Monroe County. Contingent upon mutual agreement, the Union and the Board shall pursue common objectives through their legislative activities.

## ARTICLE VII: NO STRIKES

Pursuant to Florida Statute 447, no public employee or employee organization may participate in a strike against a public employer by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator to penalties provided in this part.

“Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

## ARTICLE VIII: STUDENT BEHAVIOR AND DISCIPLINE

### Section 1: Policy Statement

The Board has developed uniform district policies governing student conduct as well as a Code of Conduct with regard to student behavior. The principal at each school shall provide a link to the Code of Conduct that is available on the school or MCSD website to all instructional personnel and will review the code at a faculty meeting by the end of the first quarter. Teachers and employees who are normally assigned students who have been identified as violent and unruly shall receive training in “safe physical management” along with an in-depth explanation of the policy procedures. These policies will be supplemented as necessary in the individual schools by the principals in conjunction with the Building Level Planning Teams. Copies of any individually supplemented Codes of Conduct shall be circulated to all students, parents, and teachers in the individual school(s).

In each instance in which an employee acts to help a student conduct himself/herself properly, emphasis shall be placed upon the growth of the student in the ability to discipline himself/herself.

### Section 2: Corporal Punishment

The Union and the District principals agree that the use of corporal punishment is not a means for discipline in the Monroe County school system. No employee shall be authorized to use this form of discipline. Teachers shall be empowered to refuse any request by an administrator to administer corporal punishment and shall report any such request to the Superintendent’s office.

### Section 3: Board Support

The Board reaffirms its support of the administrative staff and teachers in taking all necessary steps to enforce and implement all Board policies and regulations pertaining to control of student behavior.

#### Section 4: Guidelines for Control of Student Behavior

A. The beginning of the school year, all principals shall formulate with the building planning team and report in writing to the Superintendent a plan for additional school supervision to be used when necessary. This plan should be one which would utilize the school staff and volunteer parents on an emergency basis. The plan is to be put into effect when disruptive incidents seem imminent.

B. Disruptive incidents are to be reported promptly by the principal or his designated representative to the District office, and if necessary, to the proper police authorities. In addition, each principal will maintain a record of disruptive incidents, including the disposition of those thus reported, as a supportive record.

C. Each principal shall establish a school advisory council and may establish other participating parent organizations. School staffs are encouraged to use every opportunity to establish committee(s) with community individuals or groups as well as parents to assist in providing the community support necessary for sound student behavior and support of other school programs.

D. Each principal and members of the building planning team shall establish written procedures by October 1st which are to be used in that school by staff members seeking administrative assistance in handling difficult and disruptive students.

E. Principals are to advise students and parents annually, in writing, of causes for suspensions, expulsions, and exclusions.

F. Each principal and members of the building planning team shall establish written procedures by October 1st which are to be used in that school by staff members seeking administrative assistance in handling difficult and disruptive students.

#### Section 5: Teacher Authority in Student Discipline

A. Teachers shall maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption by setting and enforcing reasonable classroom rules that treat all students equitably and by working with parents and other school personnel to solve discipline problems in their classrooms. Teachers shall seek professional learning to improve classroom management skills when data indicates a need. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. The school referral form shall be used and the teacher may recommend an appropriate consequence consistent with the student code of conduct under s§ 1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action. The principal or designee shall input the disciplinary action in FOCUS, which generates an electronic notification to the referring teacher and includes the completed administrative action section. The principal or designee will communicate with the teacher prior to the student being readmitted to class or by the end of the next day.

B. A teacher may remove from class a student whose behavior the teacher determines 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. A teacher removing a student from class will be responsible for documentation of the student's disruptive

tive behavior. This documentation may include Discipline Referral Forms, Behavior Anecdotal Records, Documentation of Parent Conferences, School and Agency Referrals, and other documentation of disruptive behavior and will be submitted to the Review Committee at the same time or by the end of the following day. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

C. If a teacher removes a student from class under paragraph B, the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program as provided by s. 1003.53; or the principal 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 may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) calendar days of the removal of the student from the classroom. In order to comply with student's due process, records of all decisions of the committee shall be maintained by the principal, which includes among other things: the student's name, the teacher's documentation and recommendation, and the committee's decision.

D. (1) Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to return a student to the teacher's class. The school principal must notify each teacher in that school about the availability, the procedures, and the criteria for the Placement Review Committee as outlined in this section.

(2) Committee membership shall include the following: two (2) teachers, one elected by the school's faculty and one selected by the teacher who has removed the student, one (1) member of the school staff selected by the principal, and one (1) teacher alternate elected by the school's faculty. The alternate shall serve when the regular teacher on the committee is the teacher who withheld consent to readmitting a student or if the regular teacher is unable to serve. Members of this committee shall be elected when a teacher initiates a formal removal of a student. The length of service shall be determined by the school when the committee is established.

(3) The teacher who withheld consent to readmitting the student may not serve on the committee. The teacher and the Placement Review Committee must render decisions within five (5) days after 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 Superintendent.

E. Any teacher who permanently removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills. If a teacher is asked to complete the required professional development, the district shall be responsible for providing that component at reasonable times and places within the requirements of the normal workweek and work year. When circumstances exist that prohibit the completion of the component during the current school year, the teacher may complete the component during the first semester of the following school year.

F. Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of s. 1006.13. The superintendent and principal shall fully support good-faith reporting in accordance with the provisions of this paragraph and s. 1006.13. Any person who makes a report required by this paragraph in good faith shall be immune from civil or criminal liability for making the report.

G. When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take

reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

### Section 6. False Accusations Against a Teacher

In compliance with Florida Statutes, Section 1006.09, (1) (C) a recommendation of expulsion or assignment to a second chance school may be made by the principal or the principal's designated representative for any student found to have intentionally made false accusations that jeopardize the professional reputation, employment, or professional certification of a teacher or other member of the school staff, according to the district school board code of student conduct. Any recommendation of expulsion shall include a detailed report by the principal or the principal's designated representative on the alternative measures taken prior to the recommendation of expulsion.

## ARTICLE IX: TEACHING CONDITIONS

### Section 1: Work Year

A. The work year for all returning teachers shall be 196 workdays including six (6) paid holidays. All teachers new to the district shall have a work year of 198 days for their first year of employment.

One year of teaching credit for salary purposes shall be earned when the teacher (including emergency teachers) teaches 1 day longer than one-half of the contract year. The work year for all teachers in the Monroe County school system shall consist of at least five (5) workdays prior to the students' first day of school with the exception of those teachers working 198 days and at least one (1) workday after the students' last day of school. The District will develop a pre-planning schedule which will provide at least two (2) days with no time being less than one-half day prior to the student's first day of school for teacher planning and preparation. Schools that use a half day for "Meet your teacher," shall not consider "Meet your teacher," as teacher planning and preparation time. A written preplanning schedule indicating the reserved teacher's planning and preparation

Times shall be given to all teachers on the first day of preplanning. At least one workday following the students last day of school shall be reserved for teachers to perform year-end closing activities at their worksites. No training or workshops during pre- and post-planning will be required on those days reserved for teachers at their worksites.

### Section 2: Workday

A. Teachers shall be required to work no more than thirty-nine and one-half (39 ½) hours per week on the school site or with school activities. The normal workday shall be no more than seven and one-half (7 ½) hours. Teachers shall not be required to attend meetings that extend the normal workday other than faculty, grade level, department, and team meetings, staff development activities, accreditation, and five-year district self-studies, meetings with parent groups, parent teacher conferences, and IEP meetings. In addition, teachers may be required to attend one open house event that is not contiguous with the normal workday. Such meetings/events shall not use more than two (2) hours per week.

The district agrees that when it schedules common planning and lesson study, it will do so during the regular 7.5 hour normal workday without impacting the teacher's normal planning time. It is also understood that these activities can be done after the normal workday on a voluntary basis.

The additional (2.0) hours provided in the workweek must be used Monday through Friday and shall not be cumulative from week to week.

When it is necessary to use teachers during the two hour extended workweek for extra-curricular activities no more than two (2) such activities per teacher may be required during the school year. Assignment of teachers to extra-curricular activities shall first be made from those teachers who volunteer. In the event there are an insufficient number of volunteers obtained, instructional personnel will be assigned to attend said events.

B. The starting and dismissal times for students shall be established by the Superintendent, provided that no change in schedule will increase the length of the workweek.

C. In the case of late arrival or early departure from the work location, an employee present for more than one-fourth (1/4) and less than three-fourths (3/4) of the workday is considered as having worked one-half (1/2) day; and employees present more than three-fourths (3/4) and absent less than one-fourth (1/4) of the workday are considered as having worked a full day when no substitute is needed to cover the class and with prior notification and at the discretion of the principal or designee.

D. Attendance of an instructional employee for payroll purposes may be maintained on sign-in/sign-out sheets or other devices.

E. On a school day, which immediately precedes a holiday, spring break, winter break, thanksgiving break or vacation, the teacher's day, shall end fifteen (15) minutes after the students' regular dismissal time. On other days a teacher may, at the discretion of the principal or designee, leave after the completion of the teaching assignment.

F. Meetings on Election Days: Meetings after school hours requiring attendance of school employees shall not be scheduled for any day when countywide, primary or general elections are held.

G. When teachers are assigned to cover open classes or lose their planning time for any reason, they will be compensated at the rate of \$40.00 per period (this shall be known as the substitute rate). The principal or designee shall be responsible for recording the use of teachers as substitutes on a standard form provided by the district and submitting it to payroll monthly.

H. In order to provide staff development time for District teachers, pupils in the District's schools may be dismissed one (1) hour early one (1) afternoon a week upon approval from the District Office.

### Section 3: Additional Instructional Assignments for Middle Schools and Senior High Schools

The following shall govern the terms and conditions of employment applicable to middle and high school teachers who will teach an additional instructional assignment in the District's middle schools and senior high schools.

A. The standard instructional assignment shall be five (5) periods in a six (6) or more period day.

B. An assignment to teach an additional instructional period over the standard instructional assignment shall first be filled on a voluntary basis.

1. Teachers at middle and high schools shall indicate their willingness to voluntarily accept an additional period assignment on their preference sheet (Article XV) which shall be retained at the school site..

2. If no qualified/certified teacher volunteers to teach the additional period the additional period may be assigned to a qualified/certified teacher unless;

- a. The teacher has three (3) or more preparations.
- b. The additional period would increase the teacher's number of preparations to three (3) or more.
- c. The additional instructional assignment provides for no planning during the student day

C. Teachers who voluntarily accept or are assigned an additional instructional period shall receive supplemental compensation as follows:

- a. 50 to 64 minutes shall receive \$4,200 annually
- b. 65 to 80 minutes shall receive \$4,200 annually

D. It is not the intent of the administration to utilize teachers who select to instruct only for the assigned number of periods as substitutes to cover classes that may be unmanned during the school day. In the event of an emergency when teachers must be assigned to substitute for other teachers, the teacher so utilized shall be compensated at the substitute rate in accordance with Section 2 (G) of Article IX.

In order to be eligible to receive a supplement under any of the conditions of an additional assignment, (Art. IX, Section 3) teachers must be instructing all other periods in a complete assignment.

#### Section 4: Faculty Meetings

A. Faculty meetings held after the normal student dismissal times are to be considered in conjunction with the established workweek.

B. The planning teams and the principals of the district's schools will meet during the pre-planning period to schedule a weekly day and time to provide for department meetings, interdepartmental meetings, faculty meetings, staff development activities, and other activities which will foster school communication and improve faculty interaction.

C. Regularly scheduled meetings may be canceled when there is no business to conduct.

D. Solicitation of bargaining unit members during a required faculty meeting is forbidden. Time for merchandising may be allowed on a voluntary basis.

#### Section 5: Early Release Days and Professional Days

A. A full day shall be designated in the school calendar as a teacher work day at the end of the first, second, third and fourth grading periods where the teacher shall be given a full day for work in their classroom. Such days shall be unscheduled and utilized at the discretion of the teacher for instructional planning, recording of grades, developing instructional materials or activities, and other classroom preparation activities. All other professional days shall be structured by the district or school administration for professional learning, parent teacher conferences, building planning team activities or other types of activities. Should the teacher and principal agree that the professional learning being offered by the district or the school is not relevant to the teacher's area of need or in support of the SIP; the teacher may be exempt from attending.

B. During the teacher pre-planning days, all newly assigned teachers shall be provided with an orientation of their job responsibilities designed by the principal.

## Section 6: Duty-Free Lunch

A. All teachers shall be provided duty-free lunch time of no less than thirty (30) minutes without student supervisory responsibilities, except for those exceptional student education teachers who must, because of the physical handicaps of their students as defined in the student's IEPs, be present during the students' lunch period. In such cases, the principal and the building level planning team at the school site shall develop a plan to provide those teachers a duty-free lunch period at an alternate time within the regular student day. Any duty-free lunch plans are canceled under emergency conditions such as bomb threats, fires, etc.

B. Employees who have duty-free lunch shall not be required to travel during their uninterrupted duty-free lunch period. Lunch shall be exclusive of preparation or travel allowance time. Such employees shall also be free to leave their work location during the duty-free lunch period upon notice to the principal or designee.

## Section 7: Planning Periods

A. All teachers shall have daily planning time of no less than fifty (50) minutes during the workday. At the middle and high school level, classroom teachers shall have at least one class period per day during the student day reserved for planning and shall not be interrupted for any other purpose, with the exception of administering state required testing, without the teacher's prior approval. At the elementary level, in addition to all teachers having a minimum of a fifty (50) minute block of planning daily during the student day, teachers shall also have a minimum of one thirty minute block of planning during the student day per week. The additional thirty minutes shall be used for IEP, SST, SIP, etc. meetings. In the event a teacher's planning time is used for such meetings, the additional block shall be used in lieu of the teacher's planning. Should a teacher have less than 5 planning periods a week as a result of such meetings, the teacher shall be compensated at the substitute rate in accordance with section 2 (G) of article IX. All teachers shall receive a printed schedule indicating assignments, lunch and planning time.

B. In middle schools and high schools, teachers shall be required to attend AIP, IEP, SST, SIP, etc. meetings during no more than 2 (two) administrative periods per week. If a middle school or high school teacher does not have an administrative period, this provision shall not apply.

C. In elementary schools, whenever a specialist (i.e. art, music, physical education, Spanish) is in charge of a class, the classroom teacher shall be entitled to leave the classroom. In the event that the specialist is absent and the classroom teacher is required to substitute for the specialist, the teacher will be paid the substitute rate in accordance with section 2(G) Article IX. In the event that the specialist is required to substitute for a regular classroom teacher and the specialist's class for that day is canceled, the specialist will receive the substitute rate in accordance with section 2(G) Article IX.

D. When a senior high/middle school teacher has three (3) or more preparations, the teacher shall be provided an additional planning period that shall be reserved for planning purposes only unless the teacher agrees to use the period for another purpose, with the noted exception for administering state required testing. Should the schedule not allow for an additional planning, the teacher shall receive ½ of the additional assignment supplement if they are not already receiving a full additional assignment supplement for teaching six (6) out of six (6) periods.

Efforts shall be made to limit the number of senior high preparations per teacher to no more than two per eighteen weeks. When a teacher receives more than two preparations, he/she shall be able to examine the master schedule and make recommendations to the principal for an alternative schedule that could provide a schedule within the limits. The principal shall examine the alternate schedule and make a final determination and communicate his/her decision to the teacher.

E. A school may request a waiver of this section of the contract in accordance with the following procedures:

### 1. Notification Requirements

As soon as possible but no later than February 1, the principal must submit a written notice to the UTM President, the Superintendent, and the faculty that a study is being undertaken of a program or activity that, if implemented, may alter language in this section.

### 2. Approval Process

a. The Principal, the Superintendent, and the UTM shall mutually determine and agree on the teachers whose contractual rights will be affected by the proposed contract waiver and, therefore, eligible to vote.

b. A secret ballot will be held under the supervision of the principal of the school and the Superintendent/designee, and UTM President/designee. The principal, UTM President and Superintendent shall agree to the date, time, method of the vote and procedures for absentee ballots. The affected teachers in the bargaining unit, the UTM President, and the Superintendent will be given five (5) days' advance notice of the voting date. A ballot must be given to each teacher eligible to vote and each teacher shall be given the opportunity to cast such ballot. Approval by eighty percent (80%) of the teachers eligible to vote is required. A valid vote shall not be rescinded.

c. The final proposal of the program/project shall be presented to all bargaining unit members at the school and fully explained by the principal. The teachers in the bargaining unit, the UTM President, and the Superintendent will be given five (5) days' notice of such meeting. At least five (5) days prior to the explanatory meeting, the principal shall provide teachers affected by the proposed contract language to be waived, a written copy of the proposed plan which describes the proposed modifications to terms and conditions of employment for those teachers affected.

d. The Principal shall submit the final results of the vote along with the written proposal to the Superintendent and the UTM President if eighty percent (80%) of the ballots in two (2) above are in favor of the waiver.

e. Any challenge of the voting process, procedure or results will be referred to the UTM President and the Superintendent for a resolution.

f. A "No" vote will require waiting until the next school year before starting the waiver process again.

Contract waivers shall be non-precedent setting and good for only one year. To renew a Contract Waiver, the school must follow all of the steps above. The request for a waiver process must be completed before April 1 of any school year.

F. During annual standardized test administration times, when the normal teaching schedule is altered, the school administration will develop an alternate instructional schedule which provides planning time and breaks for teachers on an equitable basis every other day of testing. Should the teacher not receive planning time during the testing period, the teacher shall receive the substitute rate in accordance with section 2(G) Article IX.

### Section 8: Grade Changes

A. The assigning of grades is the responsibility of the teacher, and infringement of this responsibility should be avoided. However, if the principal of a school believes it is necessary to change a pupil's grade in any subject at the end of a grading period or a final grade for a year, the principal must first consult with the teacher who issued

the original grade before such grade change is made. No grade change shall be made without prior knowledge of the teacher involved. If, after consultation, a change in grade is made, it shall be recorded as the principal's grade and not the teacher's grade, and the reasons for that change shall be attached to the student's cumulative file, with a copy to the teacher and the Superintendent.

B. Any administrative change in grade shall be made by the principal only, and authority to make such a change shall not be delegated to a principal designee except in case of emergency.

C. A teacher shall have the right to change his/her student's grade without the approval of any other school employee when he/she has re-evaluated the student's performance and finds the grade change to be necessary. The principal shall be notified of any grade change to be made after the distribution of report cards and the reasons for the change.

#### Section 9: Miscellaneous Provisions

A. Employees who are required to split their work assignments between two (2) or more site locations during the same workday shall be given reasonable travel time which shall be calculated as part of their normal workday. Teachers with such an assignment shall be provided one-way mileage reimbursement on a monthly basis as per Florida statute 112.061 per district approved rate. The payroll department shall provide a list of all such employees upon request.

B. Principals will endeavor to limit the rooms in which individual teachers teach to two (2). A teacher who is required to change his/her permanent room assignment(s) during or in between school years shall be provided the necessary assistance when moving.

C. The Board shall make available in each school, lunchroom, toilet and lavatory facilities for staff use and at least one (1) room, furnished and ventilated, which shall be for use as a faculty area.

D. Fingerprinting

E. Under this agreement the Board will pay the cost of fingerprinting and/or criminal checks on all employees.

#### Section 10: Continuity of Instruction

The Board and the Union recognize that stability of the instructional program is in the best interest of children. Disruption of educational programs can be avoided by strategies to provide for continuing instruction.

A. At individual work site locations, permanent substitutes shall be under the direct supervision of the principal and shall be available to cover classes all day, or for segments of the day, and shall perform any other duties as assigned when not needed in an instructional capacity. When assigned to cover a teacher's class, the substitute shall follow that teacher's schedule, including his/her planning period. Should a permanent substitute be assigned to more than one teacher's class during the school day, he/she shall be given a break(s) not to exceed thirty (30) minutes within the student day.

B. The building level planning team and the principal shall determine the need for permanent substitutes at each school site and shall meet during pre-planning to determine the possible duty assignments and priority of such assignments for permanent substitutes at the school on those days when all teachers are present.

C. The principal or designee at the school site shall be responsible for obtaining substitutes for absent teachers. Every reasonable effort shall be made to avoid the utilization of special area teachers as substitutes and the

utilization of teachers during their planning periods or administrative assignments to substitute. In the event that teachers must be assigned to substitute for other teachers, the teacher so utilized shall be compensated at the substitute rate in accordance with section 2(G) of Article IX. An absent teacher's students shall not be combined or distributed involuntarily to other teachers, except in an emergency. In the event that classes are combined or distributed involuntarily to other teachers, those teachers shall be compensated at the substitute rate in accordance with section 2 (G) of article IX.

### Section 11: Parent/Teacher Communications

Since communication between the home and school is an important aspect of the educational process, teachers will respond to email, written notes, or phone messages from parents and guardians within 24 hours. In addition, any request from a parent or guardian for a telephone conference or in person conference will be arranged at the earliest possible date convenient to both parties..

### Section 12: Drug and Alcohol Testing

All testing procedures shall comply with all alcohol and controlled substance testing procedures contained in Federal and State Regulations. The Board recognizes its obligation to protect individual dignity, privacy, and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities, which are certified by the U.S. Department of Health and Human Services and the Florida agency for health care administration.

### Section 13: Coaches Rights and Responsibilities

A. Vacancies: All coaching positions must be advertised through the Monroe County School Board's Personnel Department. When vacancies occur and there are qualified applicants within the school, or system, these individuals shall be considered prior to other applicants.

B. Program Review: All head coaches shall meet with their athletic directors and/or principals within 30 days after the completion of his/her season unless athletic director and/or principal determines that the head coach's performance needs improvement or is unsatisfactory. Any head coach rated highly effective or effective shall continue in the same position in the subsequent school year unless athletic director and/or principal determines that the head coach's performance needs improvement or is unsatisfactory. Each head coach will be given important feedback on program objectives as well as the following:

Effectiveness of supervision of players

Disciplinary expectations imposed and enforced

Coordination of fund-raisers

Interpersonal communication with players

Communication with parents

Communication with Administration

Inventory maintenance and control

Sportsmanship of players on and off the field

Operation of the program within the budget

Effective communication with the media

This important feedback will give the athletic directors and/or principals an opportunity to set expectations for their program. The established evaluation form shall be used for feedback.

C. Athletic Directors: The duties and responsibilities of athletic directors have expanded as well as the number of programs at each high school. In the best interest of all athletes, directors should not be a head coach of another sport. It is not the intent of this language to limit the flexibility of administration.

D. Supervision of Athletes: The athletic director at each high school will require the head coach of each sport to formulate a written plan prior to the season to supervise male and female athletes on and off the field, on away trips, etc. This plan will emphasize the importance of supervision as it relates to liability.

#### ARTICLE X: INSTRUCTIONAL MATERIAL

The principal shall advise the faculty of the amount of monies available for the purchase of supplies, materials, and equipment for the coming school year. The principal, with the building level planning team, after considering input and recommendations from the faculty, will develop plans for the expenditure of these funds.

#### ARTICLE XI: CLASS SIZE

Class size shall be in accordance with State requirements. The district shall provide to UTM a copy of any State report on class size upon request.

#### ARTICLE XII: NON-TEACHING DUTIES/ACTIVITIES

##### Section 1: Limitations

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

A. Lunchroom supervision during the duty-free lunch period for employees who have duty-free lunch periods.

B. Cleaning or moving equipment or furniture.

C. Performing anything other than preventive maintenance on equipment which is part of their instructional program.

D. Hand scoring of any countywide standardized tests.

E. Assuming administrative duty in lieu or in the absence of the principal unless voluntarily functioning as the principal's administrative designee. At the beginning of the school year, the principal will poll the school's leadership team and/or aspiring administrator candidates to establish a list of those teachers who would like to volunteer for an administrative duty assignment in the absence of the principal. The teacher may opt out on a day when they are asked to assume administrative duties.

F. Preparing work assignments for students who have withdrawn from the Monroe County School System and who are enrolled in the home school program.

G. Bus or other supervisory duty beyond the teacher workday except in an emergency when an administrator is not available or coverage in addition to available administrator is needed. \$25 shall be earned by any teacher who volunteers to supervise arrival and/or dismissal before or after the normal workday. \$25 will be earned for each hour worked.

H. Maintenance of a teacher web site.

I. Preparing and submitting course grades from home via internet.

J. The use of cellphone apps or any other form of a software program that can be installed on a teacher's personal device shall be used on a voluntary basis only. If a teacher chooses to install an app or software program on a personal device that has the ability to initiate contact with emergency responders or school personnel, the teacher shall not be subject to discipline or negative input on his or her evaluation if he or she selects another means to initiate communication with emergency responders or appropriate school personnel. If any app a teacher chooses to install on a personal device for the purposes of his or her employment has the ability to actively or passively track his or her location, that data cannot be used for evaluative or disciplinary purposes. No teacher shall be disciplined if he or she accidentally activates an app or software program that initiates contact with emergency responders or school personnel or if the app is activated when the personal device is outside of the teacher's possession.

### Section 2: Merchandising

Capitalizing on one's position in the Monroe County schools to sell merchandise or services will be considered a violation of this contract. Solicitation by members of the unit is forbidden except when approved by the Superintendent for school or community campaigns of unusual merit.

### Section 3: Tutoring

The following rules shall apply to any public school employee who engages in independent tutoring for a fee of any student enrolled in the public school:

A. The employee shall not arrange to tutor for a fee any student currently enrolled in his/her class, or to solicit any student for a private school.

B. The employee shall not tutor any student for a fee during regular working hours of the employee nor on public school premises.

C. An employee who accepts tutoring engagements shall make his/her own arrangements with the parents for the fees to be charged.

### Section 4: Non-Board Compensation

No teacher may use his regular work hours to earn compensation from sources other than the Board except for services construed to be desirable public services approved by the Superintendent.

### Section 5: Voluntary Activities

A. All scoring of the district progress monitoring is voluntary. Comp time may be earned for scoring of the district progress monitoring for work completed after the normal workday. One hour of comp time or \$25 will

be given for each hour worked and must be used within the year the comp time was earned. Comp time that is not used will be compensated at \$25 per hour by the last paycheck in June. The teacher will record the comp time on a form developed by the district and have it signed by the principal. The office manager will record the comp time. Time may be used in lieu of sick or personal leave. The authorization of comp time is the responsibility of the principal.

### ARTICLE XIII: TEACHERS RETURNING UNDER FULL TIME CONTRACT

The District and the Union recognize that it is in the best interest of the District School System that:

- A. Teachers and Administrators view the transition from teacher to administrator to teacher as seamless;
- B. That all administrators with teacher certification shall earn longevity credit as they would if a teacher while they serve as an administrator in Monroe County;
- B. That placement on the teacher base salary schedules shall include all teaching experience as determined by the UTM/Board Contract plus all administrative experience earned in Monroe County.

### ARTICLE XIV: TRANSFERS

#### Section 1: Voluntary Transfers

Recognizing the need to maintain both staff stability and opportunities for employees to transfer from one work location to another, the Board agrees to provide an opportunity for voluntary transfers based upon the following principles:

- A. Application for Transfer: Applications for transfer will be submitted using the Frontline – Recruit & Hire application system by April 1, prior to the beginning of the school year in which the transfer is to take effect. Applications may be filed after this deadline and will be processed if and when it appears that all vacancies in the work location will not be filled by prior applicants, surplus employees, or new employee appointments. Transfer provisions filed after the deadline shall not be a reason to deny any employee from applying for any posted vacancy. The Frontline – Recruit & Hire system shall provide the employees with the opportunity to list an unlimited number of schools to which a transfer is requested. Employees wishing to activate a transfer application are not subject to prior approval by their principal.
- B. The Transfer List: A list of all employees seeking transfer, to be known as the Transfer List, shall be established and maintained on the FRONTLINE – RECRUIT & HIRE system in the Personnel Department and be accessible to all administrators or their designee and the Union. The list will not be cleared until August 10th of each year.
- C. Announcement of Vacancies:
  - 1. Administrators shall provide a list of known vacancies to the Human Resources Department one week after the Superintendent makes his/her recommendations to the Board and following Board Action. The Human Resources Department shall thereafter post on FRONTLINE – RECRUIT & HIRE a list of vacancies and update them as they are generated.
  - 2. All vacancies shall be posted on the district’s paperless web site; FRONTLINE – RECRUIT & HIRE. Posting shall include all known vacancies, which will occur, newly created positions, the date the vacancy will occur, and the date the vacancy is expected to be filled.

3. No vacancy shall be filled unless notice of same has been posted on FRONTLINE – RECRUIT & HIRE for a minimum of five (5) days for vacancies.

#### D. Filling of Vacancies:

Employee requests for voluntary transfer will be considered through August 10th of each year. After August 10th, a new transfer request must be submitted for the next school year. Employee transfer requests before the deadline will be considered prior to assigning surplus personnel or new hires. Consideration includes qualifications, training, experience, annual evaluations, and time in the District. Employees requesting a transfer will be interviewed and considered (see paragraph above) at all sites to which they have requested a transfer when a vacancy for which they are qualified is advertised. If a principal denies the request, he/she shall notify the teacher in writing prior to considering other applicants outside the system and provide a copy of the notice to UTM upon request. Forms to be used for interviewing and ranking applicants are provided in Appendix G.

E. Notification: Transfers shall be made effective as of the reporting date for teachers in August. The Personnel Department will assist those employees seeking transfers under the provisions of this section. Notification of re-assignments shall be furnished to the union upon request.

#### Section 2: Involuntary Transfer

A teacher may be transferred from one school to another within the county and on the level provided by the certificate of the teacher concerned when, in the judgment of the Superintendent, the interests of the educational program will be better served. The Superintendent will have complete discretion with reference to transfer and will consider, among other things, the suitability of the teacher qualifications as they relate to the needs of the position to be filled, the teacher's personal preferences and place of residence. The teacher and the UTM President will be notified in writing when an involuntary transfer is planned. In addition, the teacher will be consulted prior to the transfer, and will be provided with a written explanation of the reasons for the transfer, with a copy sent to the UTM President.

### ARTICLE XV: ASSIGNMENTS

#### Section 1: Subject/Grade Preference

No later than sixty (60) days prior to the end of the current school year, subject or grade preference sheets shall be distributed to all teachers. The preference sheet shall provide for three choices in order of preference. Preference indicated will be considered in the formulation of teacher schedules. The principal shall endeavor to assign the teacher to one of his/her three preferences. When a principal cannot assign a teacher to a subject or grade preference on the teacher's preference sheet, the principal will notify the teacher prior to the date set for tentative program notification. The teacher may request a conference to discuss the assignment.

#### Section 2: Tentative Teaching Assignment

No later than 8 days prior to the last day for teachers, teachers shall be notified of the following matters concerning their tentative teaching and building assignment for the following school year:

A. Subjects or grades to be taught.

B. Any special or unusual classes that teachers will be required to teach.

C. Building assignment and room number.

D. Assigned periods and grade levels.

### Section 3: Teaching Out-of-Field

Teachers will not be assigned outside subject areas listed on their certificates for more than one (1) year. The reason for such assignment shall be stipulated in writing. Teachers involuntarily assigned “out of field” shall receive tuition reimbursement for six hours of college credit up to \$600 towards the area of certification in which they were assigned. The teacher shall receive a written certificate illustrating the cash value of \$600 which shall be used for course work as stated above. Coursework must be completed by June of the following school year. If the teacher opts to take the subject area certification test and passes it, the 6 hours may be applied to any certification area within a five year period and the district will reimburse the cost of the exam. In addition, any teacher taking a subject area exam, that is pre-approved by HR and UTM, in order to add a certification or endorsement to their teaching certificate shall be reimbursed for the exam fee upon passing the exam. Up to 50 teachers may seek this reimbursement per year.

### Section 4: New Positions

In selecting teachers for new positions created at or before the beginning of the school year (March 31st to preplanning), first consideration, see Article XIV, Section 1(D, which includes qualifications, training, experience, annual evaluations, and time in the district, shall be given to members of the current staff who apply before applicants outside the school system are considered for such positions.

### Section 5: Project Employees

Any person employed regularly by the Board who is assigned to work with a project funded from sources other than the State and local tax sources shall retain all the rights and privileges and accrue all rights and privileges as if he/she had remained in his/her original position. Those persons initially employed specifically for purpose of working in a project that is funded from sources other than State and local tax sources shall secure all rights and privileges as any other person employed in the regular program but shall not be guaranteed continued employment. If such person is reassigned to the regular program, with no lapse of time he/she shall be entitled to retain all the rights and privileges accrued under the program funded.

### Section 6: Appointment/Reappointment

A. All employees of the school system are appointed by the Board upon the nomination of the Superintendent. Principals shall notify all annual contract teachers not recommended for reappointment in writing no later than five (5) weeks prior to the teachers’ last day of the post planning. The Superintendent shall make his/her recommendations for reappointment no later than four (4) weeks prior to the teachers’ last day of post planning. However, any such annual contract teacher who receives an effective or highly effective overall evaluation will be placed on a list, with area of certification identified, and shall be eligible to be rehired within his/her area of certification when a position for which they are certified and highly qualified exists and shall be interviewed prior to filling the position. Immediately following Board action for reappointment the above list will be prepared and circulated to all principals and UTM. The list shall be circulated no later than one week after the Superintendent’s recommendations for reappointment. Failure of a Principal to notify a teacher shall not be construed to mean that the teacher has been reappointed.

B. Any former employee who resigns and who is subsequently re-employed by the Board without a break in service shall have his/her resignation rescinded by the Board and shall be eligible for all benefits that would have

accrued to him/her had he/she not submitted a resignation.

### Section 7: Adult Program

Any regular full-time employee may teach in the adult program in addition to his/her regular employment. MCSD teachers shall be hired before other applicants outside the district are considered. Outside applicants will only be considered when no qualified employee (see section 5) is available. Prior to filling a vacancy, notice of such vacancy shall be posted on FRONTLINE – RECRUIT & HIRE with other job openings.

### Section 8: Administrative Duty

A. Principals shall have the right to assign a teacher to administrative duty when the teacher's schedule of assigned periods includes "administrative assignments." Examples of such assignments are as follows: study hall supervision; building supervision, including halls and restrooms; playground supervision; lunch supervision; supervision of internal suspension centers; and academic counseling of individual students or small groups of students. Whenever possible, schools shall endeavor to staff internal suspension centers with staff members hired for that purpose. When the building level planning team and the principal determine that a plan for such supervision is infeasible given the school's resources, administrative assignment of teachers to supervision of internal suspension centers shall be made first from those teachers who volunteer for this duty in lieu of other administrative assignments.

B. Teachers who volunteer to substitute during their administrative duty period shall be compensated at the substitute rate in accordance with section 2(G) of Article IX.

### Section 9: Permanent Substitutes

A. At individual work site locations, permanent substitutes shall be under the direct supervision of the principal, or designee, and shall be available to cover classes all day, or for segments of the day, and shall perform any other duties as assigned when not needed in an instructional capacity.

B. When assigned to substitute for a regular teacher for a specific length of time in excess of thirty (30) days when such assignment requires the permanent substitute to plan for instruction, grade papers, etc. in place of the regular teacher, the permanent substitute, if eligible and willing, shall be employed as an emergency teacher for the time he/she remains in the assignment beyond thirty (30) days or will be relieved of the assignment. Any permanent substitute working beyond the 30-day limitation shall be compensated according to the bachelor teacher's salary schedule at step zero retroactive to the 30th day.

C. Permanent substitutes who have rendered satisfactory service may be given consideration for employment as regular teachers if they are properly certified and if vacancies exist.

### Section 10: Inclusion

A. The Board and the Union agree that students in Exceptional Student Education (ESE) programs may be included into regular classrooms. Placement of such students into regular classrooms shall meet all of the requirements for a least-restrictive environment as defined in the Individuals with Disabilities Education Act with Amendments of 1999.

B. Prior to including a student in a regular classroom, the staffing team composed of the classroom teacher, principal, ESE teacher, diagnostic/prescriptive writer and, where appropriate, other professional personnel, parents, and the student will meet to consider appropriate educational and medical information and to develop an indi-

vidual educational program (IEP).

C. In making a decision on the placement of a student with special needs to be included in a regular classroom, the following conditions will be met:

1. Recognizing that the principal of the school may assign a student to any teacher in order to maintain equity and/or a sound learning environment, the District and the Union agree that the principal will consider volunteers.
  2. Such placement will best meet the student's educational needs as determined in paragraph B above. At the request of the receiving teacher, the staffing team shall meet within five (5) teaching days to review the IEP of any special needs student included in his/her regular classroom.
  3. The receiving teacher shall receive the appropriate training identified by the diagnostic team prior to and during the placement of any student in his/her classroom.
  4. Once the Individual Education Plan (IEP) has been developed, the Exceptional Student Education (ESE) teacher, or where applicable the Staffing Specialist or Speech/Language Clinician, will ensure that all regular education teachers providing services to the student will have a list of accommodations, specialized equipment, and modifications required by the student while in attendance in the regular classroom. A list of pertinent goals and objectives will be provided to the regular education teacher. In addition, at the request of the regular education teacher, the ESE teacher and the regular education teacher shall meet to discuss the regular education teacher's responsibilities under the IEP and to outline the assistance that will be provided by the ESE teacher, if required by the IEP.
  5. Any special allocations, equipment or services, which may be provided or available to the student, will be made known to the teacher.
  6. Teachers shall not be required to administer medication. This function, if needed, will be done in accordance with the established District procedures for the storage and administration of medicine.
  7. The size of the student enrollment shall be considered during the placement of students who are included in a teacher's class. Included ESE students assigned to a general education class will be distributed across all appropriate available general classes.
  8. When determined by the staffing team, a teacher aide and/or appropriate ESE support staff shall be provided whenever the student is in the general classroom. Teachers shall not be responsible for a student's personal care and other assistance that may be required by the IEP during lunch, recess, and during all class/instructional time. When the aide is absent, a substitute shall perform his/her duties. However, in case of dire emergency, a teacher may be asked to perform such duties until a substitute can be found.
  9. Clear administrative procedures shall be established for carrying out emergency evacuation drills.
  10. Rooms housing students with special needs will be equipped with approved intercommunication devices.
- D. A master schedule shall be developed around the needs of the ESE students. The building principal, in conjunction with the staffing specialist and assigned teacher(s) will consider the impact on the size, the environment of the class(es) and the teacher(s) when including students with special needs.

1. Administration shall only assign IEP caseloads to ESE teachers working full time with ESE students.

2. When there are not enough full time ESE teachers to handle all caseloads at a school, IEP caseloads assigned to general education teachers with ESE certification shall be limited to those ESE students for whom they are the teacher of record, and where those ESE students are listed on their roster(s).

3. IEP services indicated in a student's IEP (e.g., number of periods, frequency of services) shall not be adjusted for reasons such as lack of coverage or difficulty in scheduling.

### Section 11: Virtual Instruction

The District and the Union agree to the following Virtual Instruction procedures:

A. Virtual Instruction assignments will be made with the consent of the teacher based on need, teacher certification, and teacher interest.

B. All evaluation procedures will apply to staff of the Monroe Virtual Academy with the exception that the modified instructional practice rubric will be used in lieu of the traditional instructional practice rubric.

D. Any discipline of students that rises to the level of a disciplinary referral shall be the responsibility of the student's site administrator(s) located at the school(s) at which the student is enrolled.

E. All Virtual Instruction courses shall be taught by a certified, in-field teacher unless an out-of-field placement is accepted by the teacher, who shall be the teacher of record.

F. Facilitation of any remote site shall be done by school instructional staff (certified teacher, substitute teacher, or highly qualified support staff member) as assigned by the principal at the school where the student is enrolled.

G. Preparation and planning time shall be in accordance with applicable contract provisions.

H. The ratio of K-5 and Core Course students to teacher shall not exceed 25:1. The ratio of 6th – 12 grade students shall not exceed 30:1 unless agreed upon by the teacher.

I. Monroe Virtual Academy students shall receive EL and ESE services.

J. The Virtual Instruction teacher will be responsible for all tests, validation of testing protocols, grade reporting, and attendance verification.

K. Monroe Virtual Academy students who are struggling in the virtual setting after ten (10) days will be evaluated by the MVA site coordinator in conjunction with the teacher to determine if placement is appropriate. If the student is not successful in MVA, the student will be transitioned back into their home school or an alternate program.

L. Monroe Virtual Academy students that have been absent for fifteen (15) days or more will be withdrawn from MVA unless a medical exception is necessary.

M. Any teacher who accepts an assignment to teach a Virtual Instruction course shall be required to complete the appropriate training sessions.

## ARTICLE XVI: SUMMER EMPLOYMENT

### Section 1: Assignment

Summer school employment shall be on a voluntary basis. All currently employed instructional staff members are eligible to apply for summer employment. Teachers shall be given first right of refusal for any teacher positions in summer programs including grant funded programs.

### Section 2: Selection Criteria

In selecting teacher staffs for the summer, employment shall be offered to those teachers meeting the following criteria. When such personnel are not available, the following criteria shall be waived:

- A. Teachers who are certified in the subject area at the level in which selected to teach and who are highly qualified to teach the subject.
- B. Teachers who are currently employed and will be returning to teach in the system in the next school year.
- C. Teachers who have submitted a written application to the on-site summer school principal or to the elementary school principal by a deadline to be published in advance. All applications shall be kept on file at the school office, and a list of the applicant names shall be sent to the UTM President.

### Section 3: Notification

Teachers employed to work in the summer shall be notified as quickly as possible.

### Section 4: Supplements

Supplements for special duties shall be paid only if the person performs that duty during the summer program.

## ARTICLE XVII: SUPERVISORY TEACHERS

### Section 1: Teacher Intern Supervisor

A. Qualifications: Applicants for the position of teacher intern supervisor shall:

1. Have three or more consecutive years in MCSD with an overall annual evaluation rating of effective or highly effective;
2. Currently be teaching in the same field or at the same grade level as the teacher intern applicant.

B. Assignment: Assignment of a teacher intern to a supervisory teacher shall be made only with voluntary consent of the supervisory teacher. Teachers shall be assigned no more than one teacher intern per year. Institutional guidelines must be provided to the supervisory teacher prior to initiation of the teacher intern placement.

### Section 2: Tutor Teacher

A. Definition - Tutor Teacher: A Tutor Teacher shall be assigned to any teacher currently holding a temporary teaching certificate from the Florida Department of Education who has not yet successfully completed the General Knowledge Test (See, Fl. Statutes 1001.56, 7(c)3).

B. Qualifications: Applicants for the position of Tutor Teacher shall:

1. Have content area expertise in the area of need of the temporary certificate teacher.

2. No additional training shall be required for a Tutor Teacher.

C. Assignment:

1. Tutor Teacher appointments shall be rotated among all qualified volunteers within the same content area. Whenever, possible, a Tutor Teacher shall work with no more than one temporary certificate teacher.

2. When no teacher exists at a school site who is qualified as a Tutor Teacher as defined in paragraph A above, a volunteer Tutor Teacher can be assigned for support at the school site.

D. Duties and Responsibilities: Assignment as a Tutor Teacher shall be a supplemented assignment, supplement amount equal to a Peer Teacher and pro-rated based on assignment date. The duties of the Tutor Teacher shall include, but shall not be limited to:

1. Meet with the temporary certificate teacher a minimum of 1-2 hour two (2) times per month.

2. Assist the temporary certificate teacher;

a. In developing necessary content area expertise to successfully complete the General Knowledge Test.

b. In scheduling a re-take of the General Knowledge Test no later than April.

Section 3: Peer Teacher

A. Qualifications: Applicants for the position of peer teacher shall:

1. Have three or more consecutive years in MCSD with an overall annual evaluation rating of effective or highly effective or have two consecutive years in MCSD with an annual overall evaluation rating of effective or highly effective and with successful prior Florida supervisory experience;

2. Currently be teaching in the same field or at the same grade level as the experienced teacher; provided, however, that a teacher certified in the same field or at the same grade level shall qualify if there is no one available who is currently teaching in the same field or at the same grade level as the experienced teacher.

3. Complete the district's peer teacher training program or approved equivalent training program by the end of the first semester in which the assignment is made.

B. Training: Peer teacher training shall be offered by the district on an annual basis unless no teacher has requested the training or no teacher has been assigned as a peer teacher who needs the training. The training shall be given during the normal school year.

C. Assignment:

1. The district shall advertise for volunteers for the peer teacher program during the fourth quarter of the previous school year and again during the preplanning period. Assignments which arise during the school year shall be offered to those who have applied before being offered to other teachers who meet the qualifications of paragraph A. Compensation for late entries will be prorated.

2. Assignment of an experienced teacher to a peer teacher shall be made only with the voluntary consent of the peer teacher. Peer teacher appointments shall be rotated among all qualified volunteers within the same field or grade level. Whenever, possible, a peer teacher shall supervise no more than one experienced teacher.

3. When no teacher exists at a school site who is qualified as a peer teacher as defined in paragraph A above, a trained peer teacher will be assigned for support at the school site. Supplemental support will be provided through the professional educator and/or an ad hoc person(s) who is an experienced teacher who holds a valid regular certificate and teaches in the same field or at the same grade level as the experienced teacher.

D. Duties and Responsibilities: Assignment as a peer teacher shall be a supplemented assignment. The duties of the peer teacher shall include, but shall not be limited to:

1. Meet with experienced teacher a minimum of ½ hour two (2) times per month.

2. Assist the experienced teacher:

a. Completing the four Charlotte Danielson domains and District Focus Modules as outlined in Appendix F - Induction Program Timeline.

b. Developing his/her Professional Growth Plan (PGP) goals.

c. Reviewing outcomes of the PGP and preparing for the end of the year annual summary evaluation.

d. Completing the Induction Program Timeline (see appendix F.)

3. Participate in MCSD Peer/Mentor Training Sessions.

#### Section 4: Mentor Teacher

A. Qualifications: Applicants for the position of Mentor teacher shall:

1. Be a National Board Certified Teacher or have three or more consecutive years in MCSD with an overall annual evaluation rating of effective or highly effective or have two consecutive years in MCSD with an annual overall evaluation rating of effective or highly effective and with successful prior Florida supervisory experience;

2. Currently be teaching in the same field or at the same grade level as the beginning teacher; provided, however, that a teacher certified in the same field or at the same grade level shall qualify if there is no one available who is currently teaching in the same field or at the same grade level as the beginning teacher.

B. Training: Mentor Teachers shall receive a district orientation for the duties and responsibilities of serving as a Mentor Teacher. A training program shall be designed by the MCSD teacher induction leadership team. Training time conducted outside of the contracted duty day shall be compensated by supplemental pay. Training time conducted during the contracted duty day shall be considered as part of the supplement paid for serving as a Mentor Teacher. Mentor Teachers can maintain eligibility status through mentoring or if not mentoring shall retain eligibility status for up to two years before re-training is required.

C. Assignment:

1. The district shall advertise for volunteers for the mentor teacher program during the fourth quarter of the previous school year and again during the preplanning period with priority given to National Board Certified

Teachers. Assignments which arise during the school year shall be offered to those who have applied before being offered to other teachers who meet the qualifications of paragraph A. Compensation for late entries will be prorated.

2. All beginning teachers shall be assigned to a mentor teacher. Assignment as a mentor teacher shall be voluntary. No teacher shall be assigned more than two beginning teachers and only after all National Board Teachers who volunteered have been assigned.

3. When there are not enough National Board Certified Teachers who volunteer or are available, other qualified teachers may be assigned. National Board Teachers shall receive a supplement for being a mentor.

D. Duties and Responsibilities: The duties of the mentor teacher shall include, but shall not be limited to:

1. Meet with experienced teacher a minimum of ½ hour two times per month.

2. Assist the experienced teacher:

a. Completing the four Charlotte Danielson domains and District Focus Modules as outlined in Appendix F - Induction Program Timeline.

b. Developing his/her Professional Growth Plan (PGP) goals.

c. Reviewing outcomes of the PGP and preparing for the end of the year annual summary evaluation.

d. Completing the Induction Program Timeline (see Appendix F.)

3. Participate in MCSD Peer/Mentor Training Sessions.

### Section 5: National Board for Professional Teaching Standards

During a teacher's participation in the National Board for Professional Teaching Standards certification process, the district will provide three (3) release days for teachers to prepare portfolios and to prepare for the assessment. These days will only be given during the teacher's first qualifying attempt. In addition, a minimum of two workshops to assist with the NBPTS certification will be provided. The district and the Union will collaborate on the design and scheduling of these workshops.

In the year that the teacher is working toward NBPTS certification, an objective relating to this work can be used for the teacher's Professional Growth Plan. Teachers completing the NBPTS certification portfolio will be eligible for one-time renewal of the teacher's certification (in accordance with Florida Statute 1012.585(2)(b)).

One person shall be appointed as a facilitator by the Union President to work with the District designated person to coordinate all NBPTS candidate support activities. The teacher facilitator shall be paid according to the supplement schedule.

## ARTICLE XIX: EMPLOYEE SAFETY

### Section 1: Safety Devices

Employees shall be required to wear the safety devices, protective clothing or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board.

Refusal or failure of an employee to use or wear such devices or equipment shall be grounds for appropriate disciplinary action, including dismissal.

## Section 2: Chemical and Communicable Diseases

A. In the event teachers are exposed to toxic chemicals as part of their ordinary duties, they will be given prescribed examinations and treatment at the time of such exposure and thereafter determined by the examining physician. Employees will be examined or treated on the Board's time or on approved leave time if necessary and the Board will bear the expense up to the limits provided for Worker's Compensation. In these instances, employees may apply for illness-in-the-line-of-duty leave which, when approved, is not deducted from the employee's sick leave.

B. In the event teachers are exposed to communicable diseases as part of their ordinary duties, they may receive prescribed examinations and tests at the Monroe County Health Department Unit. Tests and examinations to certify that the teacher no longer has a communicable disease may also be secured through the Monroe County Health Department. If necessary, these tests may be done on the Board's time or approved leave time. In these instances, employees may apply for illness-in-the-line-of-duty leave which, when approved, is not deducted from the employee's sick leave.

C. In all instances referred to in this section, refusal by an employee to submit to such examinations and tests shall be grounds for appropriate disciplinary action, including dismissal.

D. The results of any and all examinations and/or tests made under the provisions of this section shall remain confidential.

## Section 3: Accident Reports

In the event an employee is involved with an accident or injury, an accident report will be completed and distributed to the Superintendent.

## Section 4: Local or Out-of-Town Trips

When buses are used for local or out-of-town athletic or field trips, they shall be driven by qualified, licensed school bus drivers. At no time shall a coach or other teacher be required to drive a school bus. Provided, however, that any school employee who qualifies and receives his/her school bus driver's license may volunteer to drive the bus.

If, in an emergency situation, it becomes necessary for a coach or assistant coach or teacher to drive the bus, he/she will be compensated at the hourly rate for transportation personnel paid by the Board.

# ARTICLE XX – COMPLAINTS, DISCIPLINE AND DUE PROCESS

(See Appendix I)

## Section 1: Complaints

1. When an allegation of wrongdoing or a complaint against an employee is made the employee shall be notified in writing (including email) within 48 hours of the nature of the complaint, the name of the person making the allegation, and shall have the opportunity to seek representation prior to any investigative action. An invitation to meet shall be issued.

2. In a meeting for the record from which the employee believes that discipline may follow, the employee may request representation (Weingarten rights). When a request for representation has been made, the meeting shall take place within 48 hours or two business days. The employee shall have an opportunity to respond.
3. The employee shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation. Upon conclusion of the investigation, the employee and his/her representative shall be given a copy of the written investigatory report.
4. The employee and/or the complainant shall be entitled to consultation with the Executive Director of Human Resources and / or the person conducting the investigation regarding evidence and procedures. At the close of the investigation the HR executive director shall make a recommendation to the Superintendent for cause or no cause. This recommendation shall be included in the copy provided in Section 1(3).
5. No disciplinary action which includes loss of pay or benefits shall be levied against an employee until such time the Superintendent or his/her designee renders a decision.

## Section 2: Investigations

1. In the event that an investigation is concluded with the finding that there is no probable cause to proceed further and no disciplinary action taken, a statement to that effect signed by the responsible investigating official shall be attached to the complaint. The materials of such investigation shall not be placed in the employee's personnel file.
2. If an investigation results in a finding of probable cause for disciplinary action for suspension or dismissal, the employee shall be notified of the charges in writing and have the right to a hearing as outlined in the Grievance Procedure.
3. Investigations conducted by the supervisor shall normally be concluded within twenty (20) workdays. The supervisor shall notify the employee and UTM of any investigation in progress. The district shall notify the employee and UTM in writing of any investigation extended beyond the twenty (20) days.
4. In all Board investigations, the employee shall be provided with a copy of the final report upon conclusion of the investigation. A copy shall also be provided to UTM and the HR Generalist.

## Section 3: Reprimand - Privacy

All counseling and/or any disciplinary actions shall be done in private.

## Section 4: Discipline of an Employee

Should it become necessary to discipline an employee, it is the District's intent to do so consistent with the concept of progressive discipline. This process includes as many as five (5) steps. Employees covered by this agreement may be disciplined for just cause in the following ways:

1. Verbal warning/conversation regarding behavior (site record)
2. Written directive (district record)
3. Written reprimand (personnel file)

4. Suspension – with or without pay

5. Demotion or termination

The concept of progressive discipline does not keep the omission of one or more of the steps if immediate and/or stronger action is necessary.

#### Section 5: Letter of Warning – Hand Deliver

A copy of a written directive or written reprimand will be hand delivered to the employee by the management representative responsible for the written directive or reprimand. The employee's signature indicates receipt only, not agreement. If any employee who is to receive a written directive or written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested.

#### Section 6: Anonymous Information or Complaints

No investigation, verbal warning, written directive, reprimand, suspension (with or without pay), demotion, or termination shall be issued based on anonymous information or complaints unless otherwise required by law.

### ARTICLE XXI: LEAVES

#### Section 1: Sick Leave/Medical

A. Any member of the instructional staff employed on a fifty-one percent (51%) or more contract who is unable to perform his duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his own household and consequently has to be absent from his work, shall be granted leave of absence for sickness.

B. The Superintendent may require a certificate of illness from a licensed physician or from the County Health Officer to substantiate a claim for sick leave or that the employee is able to work and perform his/her duties.

C. An employee shall be eligible to utilize sick leave for the purpose of medical and/or dental examinations. Such leave shall be deducted from accrued sick leave in half or full day units, provided, however, that no employee shall be compelled to utilize more sick leave than is required by the employee. Principals or supervising administrators may, at their discretion, release unit employees for up to two (2) hours without sick leave being charged against the employee for the purpose of medical and dental examinations if it does not interfere with teaching duties.

D. Sick leave accumulated in another Florida school district by an employee shall be accrued to the employee at a rate not to exceed 10 days per school year until all leave has been transferred to the MCSD district. Any such sick leave shall be added to sick leave earned in the district.

E. Any employee may authorize sick leave to be transferred to another employee of the school district when the other employee is a spouse, child, parent or sibling. Such leave may only be transferred when the receiving employee has depleted his/her own sick leave.

G. Any employee who suffers the death of an immediate family member shall be granted three (3) days of paid bereavement leave upon request for bereavement purposes. Immediate family for bereavement shall be defined

as spouse, child, grandchild, mother, father, step father, step mother, sister, brother, grandparents and in-laws of such. Any other relative permanently residing in the employee's household or with whom the employee permanently resides shall also be considered "immediate family." Proof of relationship to the deceased may be required by the supervisor.

### Section 2: Family Medical Leave Act

This leave is available to qualified employees for a maximum period of 60 work days of unpaid leave per year. This leave may be used for the birth of the employee's child; the adoption of a child by the employee; to care for a seriously ill spouse, child, parent; or a serious personal health condition. Please note the Monroe County School Board will allow employees to utilize any leave time they have during this period.

To qualify the employee must have been employed for a 12 month period and have worked a total of 1250 hours. However, there are exceptions and an employee should contact the Personnel/Human Resources Department for clarification. Also, medical certification is required in the case of serious illness.

### Section 3: Extended Sick Leave Policy

Any member of the instructional staff who finds it necessary to be absent from duties because of illness and who has already utilized all of the sick leave for which he/she is entitled to receive compensation shall be granted extended sick leave without pay upon returning from absence and filing a claim setting forth the day or days absent stating that such absence was necessary. The Superintendent may require a certificate of illness from a licensed physician or from the County Health Officer to substantiate a claim for extended sick leave or to verify that the employee is able to work and perform duties.

### Section 4: Illness or Injury-in-Line-of-Duty Leave

Any member of the instructional staff shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. The following requirements shall be observed: Duration of leave and compensation: Leave of any such member of the instructional staff shall be authorized for a maximum of ten (10) school days during any school year for illness contracted or injury incurred from such causes as described in the preceding. However, the Board may grant additional emergency sick leave out of local funds where the Board deems it necessary and proper to do so.

### Section 5: Sick Leave Pool

A. Purpose: A sick leave pool has been established, effective January 1, 1981, in order to provide members of the bargaining unit with an emergency pool of sick leave days in cases of prolonged absence due to personal illness or disability beyond those days available under personal sick leave or such other leave as may be available upon School Board action.

B. Benefits: A member of the pool shall, upon proper application, be eligible to receive up to fifty (50) days from the pool within a 12-month period. Should a member of the sick leave pool apply for an additional 50 days, the need must arise from a different catastrophic illness or occurrence.

C. The open enrollment periods shall be the months of September and February of each school year.

D. Rules: Rules governing administration, membership, and requirements of the Sick Leave Pool are included in Addendum A of this contract.

## Section 6: Personal Leave with Pay

Instructional personnel may be granted five (5) days of personal leave with pay per school year under existing administrative guidelines for the purpose of conducting personal business involving special obligations which cannot be scheduled on non-duty days. Such leave shall be chargeable to sick leave and shall not be cumulative from year to year.

Beginning with the 1990-91 school year, one additional day of personal leave with pay may be used solely for the professional development of the applicant as an educator. Acceptable professional development activities for which this leave may be used shall include attendance at professional education conventions, conferences, workshops, and seminars which are directly related to the applicant's instructional position or the education profession. Such leave shall also be chargeable to sick leave and shall not be cumulative from year to year.

A. Requests for personal leave should be submitted to the principal or designee at least five (5) days prior to the date that the employee desires to be absent from his/her duties. Less notice may be acceptable in the event of unforeseen circumstances.

B. In all instances, the request is subject to the approval of the employee's supervisor who must determine that a suitable substitute is available and the educational program for which the employee is responsible will not be impaired. In no instances may a principal approve personal leave for more than ten percent of the instructional staff at a school on a given day. However, the principal may approve more than ten percent of the instructional staff on a professional day when in his/her judgment such approval will not interfere with the school program and activities established for that day.

C. Personal leave may not be granted to extend vacation time on the days preceding or following school holidays or recess periods except in unusual circumstances and not unless approved by the employee's supervisor after a satisfactory explanation for the request.

D. Under no circumstances may personal leave be used to engage in a strike, picketing, or demonstration or in any other concerted activity regarding conditions of professional service or policies of the school district or in activities which disrupt the normal activities of any school.

## Section 7: Military Leave

A. All instructional personnel called into active military duty by the Federal Government or who volunteer for active duty are to be considered on leave from their positions until said teachers are discharged by the military.

B. Personnel belonging to one of the military reserve organizations requesting summertime training will be allowed professional leave with compensation, only if such training cannot be taken during the vacation period. A statement from the commanding officer designating the date of the required duty shall accompany the request for leave.

## Section 8: Temporary Duty Leave - Jury Duty - Witness

A. Any member of the instructional staff who is required to serve as a juror during his/her working hours, or who is subpoenaed to testify during such hours, shall be paid the difference between his/her regular salary and the basic fee received for such services excluding sums paid for travel expenses; except, that a teacher may elect to inform payroll in advance of reporting for jury duty that he/she will be returning the fee to the payroll department, in which case the teacher shall receive his/her regular paycheck. The final paycheck of the school year for

a teacher exercising this option may be withheld if the conditions of this paragraph regarding the returning of the fee to the payroll department are not complied with. This provision is subject to any changes in law regarding this type of leave.

B. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation. Employees who have accrued personal leave shall be granted such leave upon request, and shall retain witness fees.

#### Section 9: Leave for Elected or Appointed Public Officials

The Board agrees to provide temporary duty release time without pay for employees who are elected or appointed public officials to attend official meetings of their respective public bodies.

#### Section 10: Professional Leave

A. Professional leave with pay for instructional personnel may be granted during the post- and pre-school period for attendance to summer sessions of colleges and universities if such leave does not interfere with the applicant's teaching duties. Reasonable time allowance for travel may be granted. This means a teacher cannot leave before report cards, records, etc., are completed to the satisfaction of the principal.

B. Number of days granted for professional leave with pay shall not exceed ten (10) days during any calendar year.

C. Instructional personnel must have been employed the previous year in Monroe County and must have indicated intent to return the following year in order to be eligible for professional leave with pay.

D. Instructional personnel must present satisfactory evidence of having attended summer school.

E. The Superintendent may grant leave for temporary duty elsewhere for any member of the instructional staff to attend professional meetings or receive training during the period of regular employment. Such leave shall be considered in line of duty.

F. Realizing that exceptions may arise, the Superintendent will consider special cases on their own merit to be submitted to the School Board for approval when recommended by the principal provided such cases are permissible under State regulations.

#### Section 11: Extended Professional Leave

A. Extended leave for professional development may be granted for a period not to exceed one (1) year to any member of the instructional staff who has served satisfactorily and successfully in the District, provided also that partial compensation may be authorized only when the person has served in the District for at least three (3) years or when the leave is granted for additional study in accordance with policies of the Board relating to its program of staff development.

B. When any teacher on continuing contract or professional service contract returns from any extended approved leave, the personnel director of the district shall attempt to place such teacher at the same school to which the teacher was assigned prior to such leave.

#### Section 12: Sabbatical Leave

The Board has established sabbatical leave in order to encourage and allow its instructional personnel to continue their professional development.

A. A teacher who has seven (7) years of continuous service in Monroe County, who is not over sixty (60) or within three (3) years of normal retirement, may apply for a year's leave of absence for the purpose of professional advancement.

B. The number of sabbatical leaves granted per year shall not exceed three (3).

C. Applications for sabbatical leave must be filed through a teacher's principal to the Superintendent not later than February 15th of the year preceding the year of leave requested.

D. Every employee of the Board applying for sabbatical leave to attend college must file with the application detailed information as to the type of college work anticipated. Each employee of the Board on sabbatical leave attending college shall earn not less than the number of semester hours required of the average student enrolled at the institution taking graduate work for an advanced degree. A record of all credits earned shall be filed in the Superintendent's office at the end of each grading period. Should the Board have evidence at any time that the employee is not earning the required semester hours or is employed regularly by another school system or agency or is violating the Agreement in obtaining sabbatical leave the salary payments will be discontinued.

E. The annual salary of a staff member on sabbatical leave shall be  $\frac{1}{2}$  of beginning teacher's salary on the appropriate salary schedule plus health insurance and VISTA contribution benefits. Teachers on sabbatical leave may engage in part-time employment up to 20 hours per week.

F. All employees granted sabbatical leave must stay under contract for two (2) years following the expiration of their leave, and as insurance to the District for monies spent, will sign a legal note to the district which will be null and void after two (2) years teaching in the District. An employee shall receive prorated credit for time served, should he/she find it necessary to leave the district prior to fulfilling the terms of the legal note.

G. Sabbatical leave is not to be considered a termination or break of continuity of employment, and a teacher on leave shall be returned to a position in the area of certification held and at the same place on the salary schedule which he/she would have

attained at the beginning of sabbatical leave and retaining all benefits except for accrual of sick leave he/she would have earned, had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement and contributions to the retirement fund shall therefore continue during the sabbatical leave.

H. No instructional employee may be granted sabbatical leave to begin at a time that will be disruptive to the instructional program.

I. A person on leave, other than personal leave, may be granted sabbatical leave while on such leave. The leave year counts as credit toward the number of required years of eligibility toward sabbatical leave provided that leave is less than one-half ( $\frac{1}{2}$ ) of the regular contractual period.

J. Fellowships, NDEA, institute, and other aid shall not affect sabbatical leave pay.

K. Approved exchange teacher shall not affect sabbatical time.

L. An instructional employee on sabbatical leave who becomes eligible for parental leave, through pregnancy or

the birth or adoption of a child, may revert to parental leave, and sabbatical leave shall stop.

M. If an instructional employee is granted parental leave, it shall automatically interrupt his/her sabbatical leave time.

### Section 13: Absence Without Leave

A member of the instructional staff who is willfully absent without leave shall forfeit compensation for the time of such absence and his/her contract may be subject to cancellation by the Board.

### Section 14: Paid Legal Holidays

Paid legal holidays shall be provided as follows. Ten-month employees shall earn six (6) paid holidays as designated in the District's school calendar. Eleven-month or summer school employees shall earn two (2) additional paid holidays. The holidays shall be: Martin Luther King Day, President's Day, Labor Day, Veteran's Day, Thanksgiving Day (1), Memorial Day, Fourth of July and Juneteenth (if working in summer school). Should Memorial Day not fall within the regular school calendar, an alternate day shall be designated by the calendar committee.

### Section 15: Terminal Leave Pay

The Board will provide terminal pay for accumulated sick leave to an employee at normal or early retirement as defined by Chapter 238.07(2) (e), F.S. or to his/her beneficiary if service is terminated by death. The death benefit payment to the employee's beneficiary shall be paid within 30 days of receipt of the death certificate.

Subject to the preceding paragraph, accumulated sick leave will be paid in accordance with Chapter 1012.61 (3) (4) F.S. When service is terminated by death, the employee's beneficiary receives payment in accordance with the above named Florida Statute. When service is terminated by normal or early retirement, terminal leave payment shall be paid as follows:

Beginning with the 6th year in the FL Retirement System, terminal leave pay shall be an amount determined by the employee's daily rate of pay multiplied by fifty percent of all accumulated sick days up to 150 days for a maximum payment of 75 days. Beginning with the 13th year of employment in the FL Retirement System and continuing through the 24th year, employees will be paid for one hundred percent of their accumulated sick days up to 150 days. For employees with 25 years in the FL Retirement System, employees will be paid for one hundred percent of their accumulated sick days up to 200 days. For employees who accumulate 10 additional sick leave days per year during their DROP period of employment, they shall be paid up to 50 additional accumulated sick leave days up to 250 days total. At least one-half of all cumulative sick leave must be established within the district granting such leave.

Terminal leave pay will be handled in accordance with the BENCOR Agreement found in Appendix D.

### Section 16: Leave Without Pay

Members of the instructional staff shall be granted leave of absence for one month or more during the school year for personal reasons, without pay, upon submitting a request explaining the circumstances and necessity for such leave to his/her immediate supervisor. Such leave should be approved in advance whenever possible. Employees on such leave shall not accrue, or be entitled to, any paid benefits while on leave.

Members of the instructional staff who have been employed for three (3) consecutive years or more shall be granted a year's leave of absence for one year when the request has been made on or before May 1st prior to the

start of the new school year in which the leave is requested. Requests submitted after May 1st may be granted at the sole discretion of the Superintendent. Employees may engage in other employment when on such leave as long as that employment is not for another school district. Employees on such leave shall not accrue, or be entitled to, any paid benefits while on leave. Each qualifying member of the instructional staff shall be entitled to one year leave of absence. Subsequent requests may be granted at the sole discretion of the Superintendent.

Members of the instructional staff who have been granted a one year leave of absence must notify the Superintendent (or the Executive Director of Human Resources) in writing of their intent to return on or before May 1st prior to the start of the next school year.

A. On or before April 1st the School District shall notify the employee on leave in writing (to include email to a personal email address provided by the employee) of their obligation to provide written notice of their intent to return. Said notice to include "return/receipt".

B. On or before May 1st the Employee shall provide the required written notice of their intent to return (to include an acknowledged email).

C. The employee's failure to provide timely written notice may waive the employee's right of return.

#### Section 17: Parental Leave

Any employee who wants a leave of absence for the purpose of childbearing and/or rearing may be granted personal leave without pay. An employee shall also have the option of using available sick leave for childbearing.

#### Section 18: Continuity of Employment

No approved leave shall constitute a termination or break of continuity of employment.

#### Section 19: Compassionate Leave

The Compassionate Leave Program is hereby established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave.

A regular full-time employee may donate sick leave to another regular full-time employee. The Compassionate Leave Program shall be subject to the requirements and procedures below:

1. An employee receiving donated sick leave days must have used all available sick and vacation leave prior to receiving any donated leave.
2. Recipient must have been a regular employee of the District for at least one (1) full year preceding the current fiscal year.
3. In no event shall any compassionate leave time approved under this policy exceed 60 days.
4. Donors are eligible to donate creditable time earned as long as the employee retains a minimum of 15 days of available leave after the donation is deducted.
5. Any donated but unused sick leave will be returned to the donating employee at the end of the fiscal year, at the end of the qualifying event, or at the end of the employment of either employee, whichever occurs first. The unused leave will be returned to the authorizing employee on a last-in, first-out basis.

6. Donated sick leave shall have no value for the purposes of terminal leave payouts.
7. Transferred sick leave may be used for complications after the birth of a child, personal injury, serious illness, rehabilitation programs, or other life altering events for the employee or the employee's spouse, child, grand-child, mother, father, stepfather, stepmother, sister, brother, grandparents, and in-laws of such. Any other relative permanently residing in the employee's household or with whom the employee permanently resides shall also be considered.
8. Transferred sick leave may not be used for any of the following purposes:
  - A. Elective surgery or complications arising thereof;
  - B. Work-related injury;
  - C. Personal or vacation time.
9. Sick leave days may only be transferred once they have been earned and credited to the donor.
10. Use of Compassionate Leave is subject to review and approval by the Sick Leave Pool Committee as determined jointly by MCSD and UTM.

## ARTICLE XXII: PERSONNEL FILE

### Section 1: Procedures

All teacher personnel files shall be maintained under the following circumstances:

- A. No letters of reprimand that would indicate specific dissatisfaction with a teacher's performance or letters of disciplinary action shall be placed in the teacher's files until the teacher has read the material. The teacher shall have the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy files, with the understanding that such signature only signifies that he/she has read the material to be filed and does not indicate agreement with its contents.
- B. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the filed copy.

### Section 2: Access to File

An employee shall be permitted to examine his/her file upon request when, in the judgment of the Executive Director of Human Resources, the circumstances permit. The Human Resources Department will give such requests priority between the hours of 3:00 p.m. and 4:00 p.m. and on professional days. A Union representative shall be permitted to examine an employee's file when authorized in writing by a notarized statement to do so by the employee.

The employee or authorized Union representative shall indicate in writing that such file has been examined. The employee or authorized Union representative shall be permitted conveniently to reproduce at his/her expense on the Board's premises, any material in the file. The validity of items of a derogatory nature placed in the personnel file of any unit member shall be subject to the grievance procedure.

### Section 3: Maintenance of Files

Personnel files will be maintained in accordance with Florida Statute 1012.31 as outlined in Addendum B to this contract.

## ARTICLE XXIII: TEACHER EVALUATION

### Section 1: Employee Performance Incentive Compensation (EPIC) Committee

The EPIC committee shall meet each school year to consider modifications and revisions to the Instructional Evaluation System (IES) based on state guidelines. The committee will consist of four members appointed by UTM and four members appointed by the District Administration. The recommendations of the committee will be subject to ratification by the Board and the Bargaining Unit. Upon ratification, implementation of the new evaluation system shall include training sessions for both teachers and administrators. Teachers and administrators shall provide continuous feedback for the design and modification of the evaluation system for the life of the contract. Feedback sessions shall be scheduled as necessary in the lower, middle and upper Keys areas.

All teachers shall be given a copy of the evaluation criteria, annual evaluation, and observation forms to be used in each school. The criteria and forms will be explained at a faculty meeting to be conducted during pre-planning. (Copies of all forms can be found in Addendum G.)

MCSD Funds 4 EPIC supplements for each school year in the amount of \$2500 for each.

### Section 2: Formal Observation

A. All observations of teachers for purposes of evaluation shall be conducted openly and with full knowledge of the teacher. In the event the teacher and principal agree that the educational and/or emotional interests of the students in the teacher's charge will not be best served at a given time by a visitor in the classroom, the observation may be rescheduled. At least one (1) observation shall be completed prior to April 15.

B. A minimum of one (1) formal observation of teachers shall be required in each school year, except that:

1. Teachers who are newly hired to the district must be observed and evaluated twice during their first year of teaching in the school district. One (1) observation and evaluation shall be completed within ninety (90) days of the teachers first duty day and the second observation and evaluation shall be completed prior to April 15.

C. All teachers shall participate in a pre and post observation conference with an administrator who has been certified as an observer in the Charlotte Danielson Teaching Proficiency Model and/or the North East Florida Education Consortium (NEFEC) Observer Certification (implemented in 2014-2015). The pre-observation conference shall occur within 48 hours of the observation. The pre-observation conference may be held in person at the teacher's or administrator's request, or the teacher may submit the pre-observation form to the administrator. The administrator shall use the formal classroom observation form for assessment. The post observation conference shall occur within seven (7) working days of the observation unless the principal or teacher is absent. The administrator will give the teacher the completed Instructional Personnel Feedback Form C and use this as a basis to discuss the observation/practice.

D. Following any formal observations in which the teacher would like to improve upon their rating of specific components in Domain 2 or 3 the teacher shall be provided an additional observation of these specific components used for the purpose of evaluation.

### Section 3: Informal Observation

Informal observations shall occur throughout the school year to provide coaching feedback and discussions utilizing the MCSD Informal Observation tool (Appendix J). Informal observations shall only be used for evaluative purposes in conjunction with a minimum of one informal observation form per quarter that has been completed, discussed and documented no later than four weeks prior to the teachers' last day of post planning.

### Section 4: Availability of Data

A. All data pertinent to the evaluation shall be made available to the teacher upon request.

B. Written records of observations, including teachers' names and the date and time of each observation made, shall be submitted by each principal to the Superintendent at the end of their first eighteen (18) weeks of school and again at the end of the school year.

### Section 5: Annual Contract Teachers

Teachers who are newly hired for their first year of teaching in the district shall be informed of accumulated evaluation data by the end of their first eighteen (18) weeks of school and before April 15. This data shall include at least one (1) classroom observation. Two conferences will be held; one at the end of their first 18 weeks of school and one by April 15th; observation and evaluation data that have been completed will be reviewed at these conferences. A teacher may be entitled to Union representation if he/she so desires. At the conference, if the principal has reason to believe that the teacher's reappointment is in question; the principal shall give the employee recommendations for improvement in writing.

### Section 6: Validation of Annual Evaluation Summary Form

The teacher shall receive the teacher's annual evaluation summary form during a meeting with their building principal prior to the last five (5) working days of the school year. All sections of the Annual Evaluation Summary Form must be completed, with the exception of the Student Growth and Achievement section and the Overall rating, prior to the last five (5) working days of the school year. However, if a teacher's overall rating will be less than effective, the principal shall schedule a conference with that teacher. Whenever a principal indicates a rating of "unsatisfactory" on any subsection of the Annual Evaluation Summary Form, they shall describe the deficiency. Any Annual Evaluation Summary Form that receives an overall "unsatisfactory" rating shall require the principal to develop a professional development plan in conjunction with the teacher. The teacher will sign the completed Annual Summary Evaluation Form upon receipt and will receive a copy for his/her personal records. A teacher's signature is evidence that he/she has read the report, but this does not necessarily signify agreement. In the "Comments" section, a teacher may state that he/she disagrees if this is the case, and may attach a written rebuttal. Any teacher may attach additional information or comments to the form. Any such additions must be attached to the original form and kept on file. An appeals process shall be developed by the joint EPIC committee to address the PGPs, Student Growth and Achievement scores and Evaluation Instrument Rating.

### Section 7: Additional Conference

After receipt of the completed annual summary evaluation form, the teacher shall have five (5) working days in which to request an additional conference if he/she so desires. In the event that the teacher is absent from the school site during those five (5) working days, the request for the additional conference shall be made within five (5) working days of the teacher's return to the school site.

## Section 8: Annual Instructional Evaluation System

The District's Teacher Annual Evaluation Plan shall be implemented as follows:

A. Teacher evaluations shall identify areas of strength and areas for improvement using the Charlotte Danielson Proficiency Model. The three components of teacher evaluation are 1) observation and data/records relating to job performance 2) student learning growth and achievement, and 3) a professional growth plan, weighted within the parameters of F.S. 1012.34.

B. All teachers shall develop a Professional Growth Plan by identifying two goals/areas of focus each year to improve their practice. Professional Growth Plans must contain two goals; one goal related to student achievement and one related specifically to a Charlotte Danielson component that the teacher would like to improve. The Professional Growth Plan is a working document that requires collaborative ongoing monitoring by both the administrator and the teacher.

C. All required observations for annual contract teachers shall be completed prior to the date that recommendations are made to the Board. An observation includes the prior notification and a post-observation conference.

### ARTICLE XXIV: STAFF DEVELOPMENT PLAN

A. The most important influence the school can contribute to the learning of any student is the attitude, skills, knowledge, and understanding of the teacher. In this regard, the district may determine opportunities for professional development, which will enhance the learning environment for students and provide for increased competence for teachers.

B. Building level planning teams in conjunction with their faculties shall determine the professional development needs of the school based on school improvement plan data and assessments from the prior year and plan for its implementation.

C. A teacher shall determine his/her own professional growth plan and present it to the Principal for approval, based on the teacher's target group and areas of focus as identified in the School Improvement Plan. If a district-wide curriculum based training is instituted, when approved by the principal, only those teachers directly impacted by said training will be required to attend with no less than forty-eight (48) hours notice. If the district determines that a particular professional learning activity is needed in relation to a district goal or state mandate which would require scheduling beyond the normal workweek or work year, they shall provide for compensation as specified by the Stipend/Awards Salary Schedule. These limits do not preclude any individual from volunteering to participate in professional learning opportunities which are offered beyond the contract time as recommended by the building level planning teams or an individual's personal goals. It is understood that participation in professional learning beyond the contract limits is voluntary.

D. The Superintendent and/or designee may provide the staff with opportunities in areas such as the following:

1. Release time and leaves of absence for travel and study.
2. Visits to other classrooms and other schools.
3. Conferences involving other personnel from the county, state, region, or nation.
4. Training classes and workshops offered within the County.

5. Further training in institutions of higher learning.

6. A professional library for the professional staff made available for optimum reference use, which may include professional journals.

E. A teacher's "My Learning Plan," shall only be edited with the full knowledge and approval of the teacher. Teachers shall earn professional learning points based upon state requirements for awarding points, for participation in professional/staff learning activities listed in "My Learning Plan," as well as professional/staff learning activities not listed in "My Learning Plan." Points will be earned based upon criteria established by the Florida Professional Development protocol regarding participation and follow-up as outlined in F.S. 1012.98.

## ARTICLE XXV: UNION RIGHTS

### Section 1: Union Meetings

A. The Union, its officials and its members, shall have the right to use school buildings for business meetings before or after the student day, subject to the approval of the principal involved as to the scheduling of such meetings and provided:

1. Such use does not interfere with school programs.

2. No admission is charged.

B. A union faculty representative shall be given an opportunity at the end of each building faculty meeting to make announcements concerning union meetings, events, or activities, provided that the principal shall be notified prior to the faculty meeting that the union representative wants to make an announcement.

### Section 2: Reasonable Access

A. The Union Building Representative shall be able to submit announcements to be read over the work location public address system for the purpose of communicating with members of the bargaining unit in accordance with the school procedures for making such announcements.

B. Bulletin Board: At least one (1) bulletin board shall be provided in each teacher's lounge for the exclusive use of the union for purposes of posting materials dealing with union business.

C. Representatives of the Union shall be afforded reasonable access to work location mailboxes and email. UTM shall be supplied Fax numbers for all schools and departments.

D. The Board agrees to furnish to the Union in response to requests all available information concerning the financial resources and condition of the school district, including but not limited to: annual financial reports; register of certificated personnel; tentative budgetary proposals submitted to the Board members, agenda, minutes, and all supporting papers of Board meetings; names and addresses of all teachers, salaries paid thereto and educational background and yearly experience thereof. Materials pertinent to School Board meetings, which are available for distribution, shall be furnished at least forty-eight (48) hours prior to the meeting at which they will be used.

E. Information to the Union: The Union shall be furnished two (2) sets of current Board rules and shall be provided with two (2) copies of updates as they are issued.

F. The Union's designated representative(s) shall have the right to solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the school day provided such solicitation does not interfere with the official duties of employees and the operation of schools, and provided further that duty-free time does not include planning and preparation time or times when the teacher has direct responsibility for the instruction or supervision of students.

G. If the Union representative(s) is not employed at the school site, he/she will report his/her presence to the principal's office.

### Section 3: Temporary Duty - Union Officers

A. The UTM may allocate union pool days at their discretion. UTM will reimburse the Board for all days at the appropriate substitute's rate of pay.

B. Temporary duty assignment with pay shall be provided for one (1) 12 month union officer selected by the Union, who shall be released from his/her duties as a Board employee. The Union shall reimburse the Board for the salary and any and all fringe benefits, plus other insurance costs paid by the Board. When said employee(s) return from temporary duty assignment to his/her former position, he/she shall be placed on the salary schedule at the step that reflects credit for total years in the district plus any years given upon initial employment.

### Section 4: Miscellaneous

A. The Superintendent shall place on the agenda of each regular or special Board meeting any matters submitted for the Board's consideration by the office twelve (12) calendar days prior to said meeting.

B. The Superintendent may request the Union to name individuals representing the teachers to serve on committees, task forces, advisory panels, etc. established by the Superintendent or the Board.

### Section 5: Office Space

The School Board agrees to provide the UTM with office space, at no charge, of not less than 600 square feet at a Monroe County School District office or room space not located in a school site. UTM shall only be responsible for reimbursing the Board for electric and water at the rate of \$50 per month. Arrangement and payment of all other utilities such as phone service shall be the responsibility of UTM.

## ARTICLE XXVI: SCHOOL-BASED MANAGEMENT/SHARED DECISION MAKING

### Section 1: Building Level Planning Team

A. The "established structure" of Building Level Planning Team shall be defined and approved through the joint cooperation of the principal, faculty, and union by May 15 of each year if changes are made. The established structure shall be posted in a district shared folder, as well as printed in each school's teacher handbook. A maximum of two (2) teachers may be appointed "at large" by the principal. The principal's appointees shall not be construed to be a part of the teachers' allotment of planning team members. All other supplemented BLPT members will be elected by their respective teams (Cluster, department, grade level, etc.). All elections held in connection with the building level planning team shall be conducted and tabulated in an open manner in accordance with procedures developed by the building level planning team and approved by the faculty at each school site. Building Level Planning Team elections shall be conducted after tentative teacher assignments have been distributed and no later than the teachers' last day. Such teams are required at each school center for the purpose of assessing the school's needs and determining the use of the school's resources and any changes deemed neces-

sary in the school's curriculum and instructional program.

B. The building level planning team shall serve in an advisory capacity to the principal who shall make the final determination with respect to all matters discussed among team members. The principal and/or designee shall act upon recommendations of the building level planning team. A progress report shall be made to the planning team at the next planning team meeting. If additional time is needed to act upon recommendations, the principal shall so notify the planning team at this meeting. If the principal decides not to act upon specific recommendations of the planning team, the explanation for such decision shall be given to the planning team members at the next meeting and reported in the minutes. In the event the planning team is not satisfied with the explanation, the members may, by a majority vote, request a review by the Superintendent or designee, who will meet with the principal and planning team and report back to them within thirty (30) days.

C. The school principal shall be the chairperson of the building level planning team unless he/she does not wish to serve in this capacity. In this case, the chairperson shall be selected by the team members. The Assistant principal shall serve as the vice chair.

D. Meetings shall be held as necessary to enhance the effective operations of the school. However, a minimum of one (1) meeting each month shall be held unless the members of the BLPT agree to cancel. Tentative agendas for each regular planning team meeting shall be distributed by email at the school site at least one (1) day before the meeting. Any member of the faculty may attend planning team meetings, but he/she must inform the chairman prior to the beginning of the meeting if he/she wishes to address an item on the agenda. Minutes of all meetings of the building level planning team shall be distributed by email to the faculty members and the district office within one (1) week of the meeting.

## Section 2: School Advisory Councils

Teacher representatives to the School Advisory Councils shall be elected by the faculty at each school site by the same procedure as is provided for election to the building level planning teams in Section 1, Paragraph A of this Article. Teacher representative positions shall be separate and apart from the building level planning team; however, any member of the building level planning team shall be eligible to run for council representative.

## ARTICLE XXVII: ACCESS AND COMMUNICATION

### Section 1: Statement of Philosophy

As a prerequisite to the furtherance of harmonious relationship between the Board and the Union, both the Union and the Board feel that employees and their official representatives should have direct access to and communications with the Superintendent or his/her designee.

### Section 2: Meet-and-Confer Procedures

In order to provide for access and communication, the Union and Board agree as follows:

A. The President of the Union shall have the right to confer with the Superintendent or his/her designee on all matters not covered in the contract, limited only by mutual agreement of the time and place for such meetings.

B. Opportunity will be provided for the President of the Union or his/her designee and the Superintendent or his/her designee to meet to plan effective procedures for implementation of this contract, the arrangements for such meetings to be initiated by either party, limited only by mutual agreement of the time and place for such meetings.

C. Nothing herein shall require either party to engage in collective bargaining about any matter during the term of this contract in accordance with the waiver clause in Article I, Section 7.

## ARTICLE XXVIII: TASK FORCE, PLANNING, AND SELECTION COMMITTEES

### Section 1: Teacher of the Year Selection Committees

Under school-based management and because of the different organizational patterns of schools, there is no District procedure for selecting Teacher of the Year nominees at the school level. The procedure will be developed by the principal and the building level planning team and will include the guidelines set forth by the Commissioner of Education. The school nominees will be referred to a district-wide Teacher of the Year Selection Committee. This committee will be composed as follows:

A. The Committee will consist of the teacher of the year from the previous year, selected by the faculties, from five (5) schools one (1) year and from the other schools in the District the next year. For the even years, one (1) representative will come from Coral Shores, Horace O'Bryant, Key West High, Gerald Adams, and Key Largo. For the odd years, representatives will come from Marathon High, Poinciana, Stanley Switlik, Sugarloaf, and Plantation Key.

B. A member of the Committee will be a principal selected by the principals' association.

C. There will be two (2) representatives from the District staff. One (1) shall be involved in the selection, while the other will chair the proceedings. The Teacher of the Year Committee will make its selection in accordance with the guidelines set forth by the Commissioner of Education.

Members of the Committee will be provided with release time and travel expenses, if applicable, to participate in the work of the committee.

### Section 2: School Calendar Task Force

A select Task Force of four (4) Union appointees, four (4) administration appointees, four (4) parents, two (2) appointed by each party, and one (1) student shall be established. The District administration appointee shall function as Chairperson. The function of the Task Force shall be to develop calendars, which shall be recommended to the Superintendent.

The Task Force shall commence meeting no later than January 15th and shall submit its recommendation no later than March 15th.

Members of the Task Force will be provided with release time and travel expense, if applicable, to participate in the work of the Task Force.

### Section 3: Joint Health Insurance Committee

A select committee of four (4) Union appointees, four (4) administration appointees shall be established. One district appointee shall serve as Chairperson of the committee. The function of the committee shall be to review all matters pertaining to health insurance coverage and make all recommendations to the union and the board for all changes to coverage, costs, premiums, vendors, RFP's, consultants, etc.

Members of the committee shall be provided with release time and travel expense, if applicable, to participate in

the work of the committee. The committee shall meet monthly unless circumstances dictate otherwise.

#### Section 4: Study Committee

A Study Committee shall be established during the term of this contract to deal with matters of joint concern. The study committee shall consist of an equal number of Union and Administration representatives appointed by the Superintendent and the Union President, respectively. One of the Superintendent's representatives will serve as the Chairperson of the

Study Committee and shall be responsible for scheduling meeting dates and times, determining agendas and otherwise presiding over the meetings.

The Study Committee shall consider any subjects jointly agreed to by the superintendent and the union president, and will submit recommendations on them to the superintendent and the union president. Recommendations requiring ratification by the bargaining unit and approval of the school board shall be properly submitted and approved prior to implementation.

For the duration and term of this contract a study committee shall be convened to address due process/progressive discipline based on the parameters outlined above in Article XXVIII, Section 4.

#### ARTICLE XXIX: REDUCTION IN FORCE

Should the School Board have to choose among its personnel as to which should be retained, positions held by continuing contract personnel and those with professional service contracts shall be terminated only after annual contracts with comparable areas of certification have been terminated.

Should the School Board have to choose among its personnel who are on continuing contract or on a professional service contract as to which should be retained, such determination shall be made on a county-wide basis and shall be based on educational criteria including certification, performance (as defined in Florida Statutes, Section 1012.34(3) (a through d), and experience as well as other standards of competent professional performance as identified by the Educational Standards Commission. In so exercising this action, the Board will confer with and receive recommendations from the Union.

The Board's discretion and eventual decision(s) (and that of its employee and agents) relative to evaluations of the foregoing criteria shall not be overturned unless it can be proved that the Board's action was arbitrary and capricious.

#### ARTICLE XXX: SALARIES AND SUPPLEMENTS

##### Section 1: Salary Schedules

Schedules containing salaries and supplements for bargaining unit personnel will be added as addenda to the contract and made available on the MCSD website.

##### Section 2: Supplements Definition and Guidelines

Supplements are additional salary for which an employee performs extra duties and/or responsibilities before, during, or after the regular workday. They are designed in such a way as to allow individual schools flexibility in matching its employees' resources to the needs of the student body, be it in the area of extracurricular activities, athletics, monitoring type duties, or representing the school. Supplements will be paid for the positions listed on

the Schedule of Annual Supplements for Instructional Personnel and the Schedule of Annual Supplements for Athletics, Activities, and Music to the members of the instructional bargaining unit. All supplements shall be paid to qualified instructional staff unless no qualified instructional staff applies for the position. However, the Board reserves the right to bargain about additions to the positions for which supplements will be paid, and also reserves the right to bargain about discontinuance of supplements for any position(s). The absence of a request to bargain the discontinuance of any supplements shall indicate that the supplements are reinstated for the coming year. Any vacant supplement position shall be advertised via email to all building/site instructional staff. All supplement positions shall be considered vacant at the conclusion of the school year with the following exceptions as expressly noted in the contract; positions to be voted upon, appointed positions and Head Coaches as addressed in Article IX, Section 13. Supplements beginning in the first semester shall be paid in equal payments over the school year and supplements beginning in the second semester shall be paid in equal payments for the remaining paychecks following the first semester.

Boys and girls team athletic activities are considered separate activities where any coach handling both teams shall receive the supplements for both Head Varsity Coach and Assistant Varsity/JV Coach provided they have at least 13 students combined.

### Section 3: Salary and Supplement Duration

A salary and supplements schedule will be effective and applicable only for the particular school year involved. Salary (and increments) and supplements schedules will be renegotiated each year pursuant to this Article except when multi-year contracts have been ratified and are in place.

### Section 4: Pay Periods

Each member of the instructional staff shall be paid on a twelve (12) month basis. The annual salary shall be divided equally into twenty-four (24) pay periods. Benefits and other voluntary elections shall be deducted over the first 20 pay periods, while voluntary retirement deductions shall be deducted over twenty-four (24) pay periods. Pay dates shall be twice a month on the 15th and 30th of each month. If the 15th or 30th falls on a weekend or holiday pay dates will be on the preceding business day.

All employees shall receive their pay by direct deposit. The district shall assist employees with setting up a direct deposit account at a bank or credit union of their choice. The employee's Direct Deposit Voucher shall be itemized with the additions section displaying the sources of additional pay. All deductions and contributions shall be itemized to disclose their destination or source. Completion of the itemized Direct Deposit Voucher will be by March 1st, 2003.

### Section 5: Deadline for Establishing Criteria for Pay Purposes

Ninety (90) days from the date of hire shall be used as the deadline for completing all applicable requirements for establishing the type of certificate and degree for pay purposes at the start of the school year. However, teachers who can provide evidence of completing all applicable requirements for raising their type of certificate and degree for pay purposes by the date of the quarter (January 1, April 1, July 1, or October 1) shall be eligible for an adjustment in compensation commencing with the second pay period following the completion of the requirements prior to the date of the quarter for which payment is requested. Any teacher who expects to qualify under this section should notify his/her principal as to the anticipated date of completion.

## ARTICLE XXXI: TERM

### Section 1: UNDERSTANDING

It is agreed and understood that this contract and each of its provisions shall be effective and constitute a legally 46

binding contract upon execution by the Chairman of the Board and representatives of the Union.

Section 2: SUBSEQUENT AGREEMENTS

Agreements reached on wages, hours, and terms and conditions of employment subsequent to the approval and ratification of this contract shall be incorporated and added to this contract as an addendum.

Section 3: LENGTH OF CONTRACT

This contract shall be in force and binding upon the parties until midnight June 30, 2026. The parties shall reopen the contract on or before June 1st, 2026, on all subjects of collective bargaining. However, it is agreed that the Board and the Union shall have the right to reopen negotiations during the term of this contract should new legislation require the Board or Union to take action on matters affecting wages, hours or working conditions, or by mutual consent.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 23rd day of September 2025 to be effective as stated herein.

THE Monroe County School District

By: \_\_\_\_\_  
Mindy Conn, Board Chair

By: \_\_\_\_\_  
Ed Tierney, Superintendent of Schools

By: \_\_\_\_\_  
Harry Russell, Chief Negotiator

THE United Teachers of Monroe, Local 3709  
Florida Education Association, American Federation of Teachers,  
National Education Association, AFL-CIO, Inc.

By: \_\_\_\_\_  
Diana Walker, President/Chief Negotiator

By: \_\_\_\_\_  
Wendi Sullivan, Vice-President

NEGOTIATING TEAM MEMBERS

BOARD NEGOTIATION TEAM

- Harry Russell – Chief Negotiator
- Christina McPherson
- Dr. Charlene White
- Jacob Poelma
- Heidi Roberts

UNION NEGOTIATION TEAM

- Diana Walker – Chief Negotiator/President
- Wendi Sullivan – Vice President
- Scott Paul – Treasurer
- Matthew Norby – Lower Keys VP
- Debra Pearl – First VP of School Resource Personnel
- Chester Kaczka – Second VP of School Resource Personnel
- Henry Boza
- Sean McDonald

## APPENDIX A: GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, expeditious resolution of the problems, which may arise concerning the interpretation and application of this Agreement. The Union and the Board agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. The grievance procedure is not the method by which all problems, conflicts or concerns are addressed. In particular, issues regarding personal conduct and civility are addressed in School Board Policy 3380 and associated School Board Procedures 3380.

### SPECIAL PROVISIONS

#### Section 1: Letter of Inquiry

Either the supervising administrator or the Union may send a Letter of Inquiry (Form E) to the Superintendent for the purpose of seeking a clarification of a Board rule, State law, and/or terms and conditions of employment as set forth in this Agreement. The Superintendent or his/her designee shall respond within ten (10) working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory to the Union, a formal grievance may be

filed if the subject of the Letter of Inquiry is arbitral under the terms and conditions of this Agreement. The Letter of Inquiry will state the time for filing of a grievance at Step 1 only where the Letter of Inquiry is filed with the Superintendent within the time limits for filing of a grievance under Step 1.

#### Section 2: Arbitration Expenses

Arbitration expenses shall be shared equally by the Board and the Union or by the member of the bargaining unit if the Union chooses not to process the grievance. The Union shall not be responsible for any costs attendant to the resolution of a grievance for employees who are not members of the Union.

#### Section 3: Board Costs

Should an individual employee decide to process a grievance to arbitration where the Union has declined to do so, the employee shall pay in advance to the Board one half (1/2) of the approximate costs of the arbitration. The costs shall be based upon the estimated length of time of the arbitration hearing and shall also be based upon allowing a minimum of two (2) days for arbitrator to prepare his/her decision. In this regard, the costs shall be computed at the rate to be charged by the arbitrator for his/her service.

#### Section 4: Definitions

- A. The term "grievant" shall mean a teacher, group of teachers, or the Union filing a grievance.
- B. The term "grievance" shall mean a written allegation by a grievant that there has been a violation, misinterpretation, misapplication, or disagreement arising out of or involving the terms of this agreement.
- C. Time limits set forth in this Article shall not include Saturday, Sunday, and paid holidays.
- D. For the purposes of this procedure, "filing" means actual receipt of grievance.
- E. The grievant shall be entitled to representation at any level of the grievance process. If the Union has declined to process the grievance, it shall be sent copies of all written communications between the Board and the grievant.

ant. Further, the Union shall be advised, in writing, of the dates of any meetings held to resolve the grievance and shall have the right to send one (1) observer to the proceedings.

F. All time limits herein stated shall be adhered to unless mutually waived on the form provided (Form D).

G. A grievance involving more than one teacher or group of teachers at different schools or filed by the Union shall begin at Step 2.

H. All documents concerning a grievance shall be filed separately from teacher personnel files, except those, which must legally be part of the personnel file.

I. Filing of or the lawful participation in, a grievance shall not be reason for any disciplinary action against a teacher.

J. Any grievance arising during the term of this contract shall be processed to its resolution notwithstanding the expiration of this contract.

K. In the event a grievance is filed at such time that it cannot be processed through Steps 1 and 2 prior to the end of the contract year, and if left unresolved could cause irreparable harm to the grievant, the time limits herein will be reduced.

L. Resolution of any grievance shall not be inconsistent with this contract.

M. The grievant or employees who are called as witness will, if necessary, be allowed release time without loss of pay to process, or assist in the processing of a grievance.

N. The Union representative may consult with employees in an effort to resolve grievances, or to process them, during duty-free times as defined in Article XXVI, Section 2F.

O. Grievances under this contract shall be processed separately and individually. Only one grievance shall be submitted to an arbitrator for decision in any given case, unless mutually agreed to do otherwise.

P. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted according to the procedure contained in this Article shall be barred, forfeited and foreclosed for all contractual or legal purposes and shall result in the forfeiture of all rights to arbitration. Additionally, should a principal or the Superintendent fail to timely respond to grievances submitted to them under this Article, the grievant and/or the Union shall have the right to process the grievance to the next level without having to wait for a disposition of the grievance.

Q. 1. This grievance procedure shall be the sole and exclusive method of resolving any matter, which is subject to the grievance/arbitration procedure of this contract. Neither the Union nor the employee covered by this contract shall pursue any grievance concerning any matter, which is subject to the grievance/arbitration procedure through the courts, the Board, or any other agency.

2. Disputes involving matters not covered by the grievance/arbitration provisions of this contract shall be dealt with under available statutory and administrative remedies. Notwithstanding any other provision in this contract, matters concerning discharge and/or suspension of teachers, renewal and/or non-renewal of teacher contracts, shall not be subject to the grievance/arbitration procedure herein. Such matters shall be dealt with in accordance with available remedies contained in Florida Statutes and applicable administration regulations.

R. Where Union representation is provided herein, the employee shall be represented by the Bargaining Agent provided; however, if the Bargaining Agent chooses not to represent the employee, the employee shall have the right to representation of his/her own choosing.

S. Any grievance must be submitted on the forms developed by the Union and the Board.

#### Section 5: Procedure

Any grievance between the Board and the Union or any employee shall be settled in the following matter:

Step 1: Within fifteen (15) days after the occurrence of the event giving rise to the grievance, the grievant shall file a claim on Form A with the principal at the school site with a copy to the Union, unless a Letter of Inquiry has been filed. Within five (5) days of the receipt of the Form A, the principal or his/her management designee shall hold a meeting with the grievant or his/her Union representative to resolve the grievance. The principal or his/her designee shall indicate his/her disposition of the grievance within five (5) days of the meeting held to resolve it. Copies of said disposition shall be filed with the grievant and the Union. If the grievant is not satisfied with the disposition at Step 1, or if there is no disposition at Step 1, or if no disposition is filed within the time limit, the grievant or the Union may, within five (5) days, file the grievance at Step 2 on Form B.

Step 2: Within ten (10) days of receipt of Form B, the Superintendent or his/her designee, shall hold a meeting to resolve the grievance with the Union representative and/or grievant. The Superintendent or his/her designee shall indicate his/her disposition of the grievance within five (5) days of the meeting held to resolve it. Copies of said disposition shall be filed with the grievant, his/her principal and the Union.

Step 3: If the grievant is not satisfied with the disposition at Step 2, or if no disposition is filed within the time limit, the Union or the grievant may file within ten (10) days a request for arbitration with the Superintendent's office on Form C. If the Union chooses not to proceed to arbitration, the grievant may proceed on his/her own. Within ten (10) working days after receipt of the written request for arbitration, the Superintendent or his/her designee shall meet with the grievant and/or representative of the Union and attempt to select an impartial arbitrator during said time, then either party may request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of alternately striking three (3) names, thus leaving the seventh who shall be the impartial arbitrator whose lawful decision in the matter, if made in accordance with the contract, shall be final and be binding upon the parties. A copy of the request to the Federal Mediation and Conciliation Service shall be promptly furnished to the other party by the party requesting the panel from the Federal Mediation and Conciliation Service.

The Arbitrator's decision will be in writing and will set forth findings of fact; reasoning and conclusions on the issues submitted and where permitted by law, may include a monetary award. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, subtracts from, modifies or alters the terms of this contract. Further, this contract shall not be construed by an arbitrator in any way to supersede or preempt applicable laws, ordinances, statues, nor shall any arbitrator have the authority to modify, change, amend, add to, subtract from, or otherwise alter or supplement this contract or any part thereof.

**STEP I**

THE DISTRICT SCHOOL BOARD OF MONROE COUNTY

241 Trumbo Road  
Key West, Florida 33040

(Please Type or Print with Ballpoint Pen)

NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ HOME TELEPHONE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ EMPLOYEE NO. SS# \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ UNION REP \_\_\_\_\_

Date Cause of Grievance Occurred \_\_\_\_\_

Statement of grievance including reference to specific contract Article number. (If additional space is required, please attach statement.)

Relief Sought:

\_\_\_\_\_  
Signature of Grievant/Union Rep.

\_\_\_\_\_  
Date

Decision by Supervising Administrator. (If additional space is required, please attach statement.)

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

Distribution of Form:

- 1. Principal
- 2. Grievant
- 3. Union
- 4. Superintendent

Signature of Grievant \_\_\_\_\_

(Signature of grievant indicates receipt, and does not necessarily indicate agreement with decision.)

**STEP II**

THE DISTRICT SCHOOL BOARD OF MONROE COUNTY

241 Trumbo Road

Key West, Florida 33040

(Please Type or Print with Ballpoint Pen)

NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ HOME TELEPHONE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ EMPLOYEE NO. SS# \_\_\_\_\_

PRINCIPAL \_\_\_\_\_ UNION REP. \_\_\_\_\_

SUPERINTENDENT \_\_\_\_\_

Date Received by Superintendent \_\_\_\_\_

Decision by Superintendent. (If additional space is required, please attach statement.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Distribution of Form:

- 1. Principal
- 2. Grievant
- 3. Union
- 4. Superintendent

SUBMISSION TO ARBITRATION

The Board and Union are parties to a contract containing a final and binding arbitration procedure. Pursuant to the terms of that procedure, the parties submit the following to arbitration:

REQUEST FOR EXTENSION OF TIME

(Please Type or Print with Ballpoint Pen)

Request Made By: \_\_\_\_\_ Status of Grievance: \_\_\_\_\_

Grievant Step I

Bargaining Agent Step II

District School Board Arbitration

Amount of Additional Time Requested: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Received: \_\_\_\_\_

\_\_\_\_\_

Signature/Date  
(party making request)

Response to Request: \_\_\_\_\_

\_\_\_\_\_

Signature/Date  
(party responding to request)

Distribution of Form:

- 1. Principal
- 2. Grievant
- 3. Union
- 4. Superintendent

LETTER OF INQUIRY

(Please Type or Print with Ballpoint Pen)

The undersigned hereby requests clarification from the Superintendent with reference to the following:

Florida Statute \_\_\_\_\_

(Statute Number)

Board Policy Rule \_\_\_\_\_

(Rule Number)

Contract Provision \_\_\_\_\_

(Article Number)

The issue with reference to the identified statute, rule or contract provision with requires clarification is as follows:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Distribution of Form:

1. Originator (Other than Union)
2. Union
3. Superintendent

\_\_\_\_\_  
(For Official Use Only)

Date Received \_\_\_\_\_

Letter of Inquiry # \_\_\_\_\_

Date of Response \_\_\_\_\_

(attach copy of response)

Signature of Superintendent \_\_\_\_\_

## APPENDIX B: PAYROLL DEDUCTION

### I. ADMINISTRATIVE PROCEDURES FOR DUES CHECK-OFF, UNIFORM ASSESSMENTS, AND ECONOMIC SERVICE TRUST DEDUCTIONS.

It is agreed that payroll deduction of dues for the Union shall be extended in accordance with the following provisions:

- A. Payroll deduction of Union dues for all unit employees eligible for membership in the United Teachers of Monroe Bargaining Unit shall be provided only for the United Teachers of Monroe as the certified exclusive bargaining agent for this classification of employees and shall not be provided any other Union/employee organization within that unit.
- B. The amount of dues shall be determined by the Union. The schedule for deductions must be made within the framework of the existing mechanized payroll schedule.
- C. Dues authorization cards submitted after the date necessary for the full amount of dues to be deducted are to be processed according to the figure determined by the Union, provided that the amount to be deducted shall be uniform for the remainder of that school year.
- D. The Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership and uniform assessment pursuant to the terms and conditions contained in the dues authorization contracts signed by members of the Union. Such monies shall be transmitted to the Union within three (3) working days of issuance of instructional payroll checks.
- E. The uniform assessment shall occur in conjunction with the regular pay cycle for instructional personnel and shall be deducted in ten equal payments, the amount to be determined by the Union.
- F. If the authorization and deduction form is filed ten (10) working days prior to the teacher's payroll cut-off date, deductions shall commence with the payday of that period. If it is not filed until after the aforesaid period, deductions shall not commence until the following pay period.
- G. The Union will be supplied with a deduction register every pay period, showing employee name, Social Security number, work locations, and the amount deducted for that pay date. All starts and/or cancellations of payroll deduction for employees shall be in accordance with the terms and provisions indicated on the payroll deduction card and in accordance with Chapter 447 F.S.
- H. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability that shall arise out of action by the Board for the purpose of complying with any provisions of the check-off Article.

### II. DEDUCTION FOR ECONOMIC SERVICE TRUST

The detailed and explicit procedures for implementation of payroll deduction for service and benefits sponsored and endorsed by the Union through Fringe Benefits Management Company, shall be jointly developed and agreed to by the Union and the Board.

APPENDIX C: COMPENSATORY BENEFITS

In addition to salary benefits, the Board shall provide compensatory benefits as listed below. These benefits as implemented by resolution, policies, rules, directives, and memoranda in effect on the date this Agreement is executed shall not be changed, modified, or repealed during the term of this contract without mutual consent of the parties, except as stipulated therein.

Section 1: Legal Services

- A.
1. When any parent or other person not subject to the discipline of the Board or its administrative or instructional staff assaults any employee of the school system covered by the contract, on school property or elsewhere, and in the opinion of the Superintendent, the assault is school-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.
  2. The Board recognizes that under the provisions of Florida Statutes, certain persons who upbraid, abuse, insult, or assault personnel of the Board shall be guilty of a crime, and that in appropriate instances the Superintendent or his/her designee may assist in the prosecution of violators.
- B.
- When an employee is charged with criminal or civil actions arising out of and in the course of the performance of assigned duties and responsibilities, he/she may request of his/her immediate supervisor to meet with the Executive Director of Human Resources for the purpose of determining his/her rights and to determine possible legal defense by the Board's attorney. Should the Board determine that the employee is entitled to legal defense by the Board's attorney; legal fees shall be borne by the Board. Should the employee obtain other legal services to defend against charges which the Board agrees are from actions arising out of and in the course of the performance of assigned responsibilities, the Board shall provide for reimbursement of reasonable expenses for teachers and permanent substitutes upon successful defense of the charges. However, such reimbursement will be made only in cases where the request for reimbursement is made prior to engaging legal services.

Section 2: Insurance

- A. The rate structure and contribution requirements for employee participation in the District's health insurance plan is as follows:

BUY-UP PLAN – PLAN # 03768 (effective January 1,2026)

Plan	Employee Contribution	District Contribution
Single	\$3929.04	\$13747.32
Employee + Spouse	\$7953.00	\$14849.52
Employee + Children	\$6537.84	\$13613.28
Family	\$9811.44	\$14935.56

CORE PLAN – PLAN #03559

Plan	Employee Contribution	District Contribution
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Single	\$2338.20	\$13747.32
Employee + Spouse	\$5900.64	\$14849.52
Employee + Children	\$4723.92	\$13613.28
Family	\$7584.00	\$14935.56

HIGH DEDUCTIBLE PLAN – PLAN # 05360

Plan	Employee Contribution	District Contribution
Single	\$903.36	\$13772.16
Employee + Spouse	\$3908.40	\$15022.92
Employee + Children	\$3020.28	\$13709.88
Family	\$5380.32	\$15165.36

In future plan years, when a rate increase is recommended by the insurance committee and approved by the Board, the Board shall pay an additional contribution for each type of plan above. The additional Board contribution in future years shall be a minimum of 79% of the premium increase in the Buy-Up rate for the Employee (EE) plan. The employee shall be responsible for the remaining 21% or less of the premium increase for their chosen plan. The Board shall provide a contribution of up to \$450.00, less an administrative fee of \$28.60, to employees who elect not to participate in the District Health Insurance Plan. This contribution may only be allocated toward approved voluntary benefits, including dental insurance, vision insurance, and/or a Flexible Spending Account (FSA).

- A. Effective January 1, 2018, employees' spouses or married domestic partners who have access to affordable health care that provides minimum value (as defined by the Affordable Care Act)\* through another employer will no longer be eligible for enrollment in the Monroe County Schools' Health Plan unless they agree to pay a spousal fee of \$50/paycheck. All employees who want to cover their eligible spouse or married domestic partner on the Monroe County Schools' Health Plan will be required to complete a Spousal Affidavit at initial enrollment or when adding a spouse.
- B. Beginning with the 2005 enrollment period, when two married employees work for the school district, they shall be allowed to pool their combined Board contributions toward family health coverage.
- C. The impact of future increases in insurance premiums or other significant changes in coverage are of joint concern to the Board and the Union. Accordingly, any such proposed changes shall be referred to the Insurance Committee for their recommendation.
- D. Any employee on leave shall be given the right to continue his/her health insurance coverage and any other benefits while on leave provided the employee makes the contribution to the district.
- E. The Board will provide access to employee assistance resources for all employees in the district through the efforts of the staff wellness committee.
- F. Any employee, upon retirement, shall be provided the option of continuing his/her health insurance coverage with the district. Future increases in premium rates for retirees shall be a subject of negotiations.

Beginning January 1, 2026, retirees under the age of 65 will receive the subsidy once meeting the requirements as outlined below:

- Retirees with 20 years plus of service with Monroe County School Board at retirement receive 100% of the current subsidy ~~50~~ to age 65.

- Retirees with 10-19 years of service with Monroe County School Board receive 50% of the subsidy up to age 65.
- Retirees with less than 10 years of service with Monroe County School Board receive no subsidy.
- Retirees over the age of 65 receive no subsidy.

BUY UP PLAN-SINGLE PLAN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EE 20+ Years	\$17676.36	\$8838.18	\$8838.18	\$736.52
EE 10-19 Years	\$17676.36	\$4419.09	\$13257.27	\$1104.77
EE Less 10 years/65+	\$17676.36	\$0.00	\$0.00	\$1473.03

BUY UP PLAN-EMPLOYEE + SPOUSE

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
ES 20+ Years	\$22802.40	\$11401.20	\$11401.20	\$950.10
ES 10-19 Years	\$22802.40	\$5700.60	\$17101.80	\$1425.15
ES Less 10 years/65+	\$22802.40	\$0.00	\$0.00	\$1900.20

BUY UP PLAN-EMPLOYEE + CHILD/CHILDREN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EC 20+ Years	\$20151.00	\$10075.50	\$10075.50	\$839.63
EC 10-19 Years	\$20151.00	\$5037.75	\$15113.25	\$1259.44
EC Less 10 years/65+	\$20151.00	\$0.00	\$0.00	\$1679.25

BUY UP PLAN-FAMILY

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EF 20+ Years	\$24747.00	\$12373.50	\$12373.50	\$1031.13
EF 10-19 Years	\$24747.00	\$6186.75	\$18560.25	\$1546.69
EF Less 10 years/65+	\$24747.00	\$0.00	\$0.00	\$2062.25

CORE PLAN-SINGLE PLAN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EE 20+ Years	\$16085.64	\$8042.82	\$8042.82	\$670.24
EE 10-19 Years	\$16085.64	\$4021.41	\$12064.23	\$1005.35
EE Less 10 years/65+	\$16085.64	\$0.00	\$0.00	\$1340.47

CORE PLAN-EMPLOYEE + SPOUSE

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
ES 20+ Years	\$20750.16	\$10375.08	\$10375.08	\$864.59
ES 10-19 Years	\$20750.16	\$5187.54	\$15562.62	\$1296.89
ES Less 10 years/65+	\$20750.16	\$0.00	\$0.00	\$1729.18

CORE PLAN-EMPLOYEE + CHILD/CHILDREN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EC 20+ Years	\$18337.20	\$9168.60	\$9168.60	\$764.05
EC 10-19 Years	\$18337.20	\$4584.30	\$13752.90	\$1146.08

EC Less 10 years/65+	\$18337.20	\$0.00	\$0.00	\$1528.10
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CORE PLAN-FAMILY

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EF 20+ Years	\$22519.56	\$11259.78	\$11259.78	\$938.32
EF 10-19 Years	\$22519.56	\$5629.89	\$16889.67	\$1407.47
EF Less 10 years/65+	\$22519.56	\$0.00	\$0.00	\$1876.63

CDHP PLAN-SINGLE PLAN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EE 20+ Years	\$14675.64	\$7337.82	\$7337.82	\$611.49
EE 10-19 Years	\$14675.64	\$3668.91	\$11006.73	\$917.23
EE Less 10 years/65+	\$14675.64	\$0.00	\$0.00	\$1222.97

CDHP PLAN-EMPLOYEE + SPOUSE

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
ES 20+ Years	\$18931.44	\$9465.72	\$9465.72	\$788.81
ES 10-19 Years	\$18931.44	\$4732.86	\$14198.58	\$1183.22
ES Less 10 years/65+	\$18931.44	\$0.00	\$0.00	\$1577.62

CDHP PLAN-EMPLOYEE + CHILD/CHILDREN

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EC 20+ Years	\$16730.16	\$8365.08	\$8365.08	\$697.09
EC 10-19 Years	\$16730.16	\$4182.54	\$12547.62	\$1045.64
EC Less 10 years/65+	\$16730.16	\$0.00	\$0.00	\$1394.18

CDHP PLAN-FAMILY

Tier	Cost Per Year	Max Board Cost	Cost	Retiree Prem/Monthly
EF 20+ Years	\$20545.56	\$10272.78	\$10272.78	\$856.07
EF 10-19 Years	\$20545.56	\$5136.39	\$15409.17	\$1284.10
EF Less 10 years/65+	\$20545.56	\$0.00	\$0.00	\$1712.13

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sary forms for such reimbursement within fifteen (15) days of return to the work-site.

## B. Outside Monroe County for Eligible Employees

Travel expenses paid in whole or in part from District, School FTE or Internal Funds.

1. Request for travel reimbursement for employees of the school system who are required by the Superintendent to travel outside of Monroe County in their own vehicles shall be processed in accordance with Board policy for such expenses.
2. The following regulations shall be applied to such travel:
  - a. Temporary Duty - Any employee in order to be eligible to have expenses paid for travel shall have filed in advance of such travel an approved Temporary Duty form with Personnel.
  - b. Superintendent's Representative - Travel of an employee as the Superintendent's representative shall be approved only by the Superintendent or his/her designated representative(s).
  - c. Transportation Arrangements - Decisions as to the mode and method of travel shall be made by the principal of the school level, or, if appropriate at the District level by the Superintendent's office.

### Section 4: Annual Incentive Payment for Attendance

A teacher who uses no more than two (2) days of sick leave or personal leave with pay during the first 90 student days of the regular school year shall receive a \$500 incentive payable on January 30th. A teacher who uses no more than two (2) days of sick leave day or personal leave day with pay during the last 90 student days of the regular school year shall receive a \$750 incentive payable on June 30. The District payroll department shall compile the list of qualifying teachers within 15 working days of the end of each semester. Personal leave days taken when approved for religious purposes or jury duty shall be an exception to the provisions of this Section. A record of such incentive payments shall be forwarded to the UTM President upon request.

### Section 5: Sick Leave

Each member of the instructional staff employed on a full-time basis (51% or more), shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter, earn one (1) day of sick leave for each month of employment, for a maximum of ten (10) sick days per contract year, which shall not be used prior to the time it is earned and credited to the member. If the employee terminates his employment and has not accrued the four (4) sick days available him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. When the employee has been with the district for one year and has at least seven (7) sick leave days, they may apply for the Sick Leave Pool (see Addendum A). Application for the Sick Leave Pool must be made within the open enrollment periods during the months of September and February.

### Section 6: 403b / 457 Benefit Plan

403b and 457 voluntary supplemental retirement plans have traditionally been available to employees within the District. Only Employee money is invested in such plans. The District and the Union agree that the Employees should have access to the best possible supplemental retirement plans. Based upon the new Regulations established by the Internal Revenue Service, to become effective January 1, 2009, the District must adopt new procedures concerning the operation of 403b and 457 plans and the District will assume additional record-keeping

and other responsibilities at that time.

In order to comply with these new Regulations, the District and the Union agree that the Model Plan, developed and recommended by the Independent Benefits Council (a non-profit Florida corporation formed by the Florida Education Association, the Florida Association of School Administrators, the Florida Association of District School Superintendents and the Florida School Boards Association), be adopted by the District and implemented at the earliest possible time, but no later than January 1, 2009.

The District and the Union agree that if any other company desires to be considered for approval as a 403b / 457 provider company, it must agree in writing to meet all of the pricing and other commitments made by the Model Plan companies and provide the District a Letter of Commitment stipulating to these guarantees, signed by an officer of the company.

APPENDIX D: Letter of Understanding

LETTER OF UNDERSTANDING  
FOR  
TERMINAL SICK LEAVE AND ANNUAL LEAVE SHELTER

The District School Board and the United Teachers of Monroe enter into this agreement in order to provide a tax shelter to Employees and the District for annual sick leave accumulations. Provisions of the agreement shall take place upon adoption by both parties.

AN OVERVIEW OF THE  
NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN  
(401(a) QUALIFIED RETIREMENT PLAN)  
“NATIONAL PLAN”  
FOR TERMINAL SICK LEAVE PAY/ANNUAL LEAVE BUY-OUT/”SPECIAL PAY”  
FOR  
SCHOOL BOARD OF MONROE COUNTY and the UNITED TEACHERS OF MONROE  
SPONSORED AND MARKETED BY:  
BENCOR, INC.  
ADMINISTERED BY:  
BENCOR ADMINISTRATIVE SERVICES

The NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN (NATIONAL PLAN) is offered by BENCOR, Inc. to help governmental units and their Employees take maximum advantage of the Federal tax laws. Provided below is an explanation of how this plan works and what advantages it offers to you.

**Eligibility**

- Employees who are retiring and eligible for terminal leave benefits from the Monroe County School District are required to participate in the plan.
- Terminal Sick Leave Pay and Annual Leave will be placed into the plan subject to the contribution limit. (Please see “Contribution Limit” below.)

**Benefits to Employee/Participant**

- Employee permanently saves the 7.65% Social Security and Medicare tax on plan contributions.
- Contributions are made on a pre-tax basis; Federal and any state and local income taxes on this compensation are deferred until distributions are taken from the plan.

**Contribution Limit**

- The plan contribution for any participant made for any Plan Year may not exceed the lesser of 50% of the individual’s Plan Year Compensation or a fixed dollar, IRS inflation-adjusted amount set for each year (which is \$55,000 for Plan Years beginning in 2018).
- Plan Year Compensation for this purpose is defined as Wages plus Terminal Sick Leave Pay plus Annual Leave Pay (plus “Special Pay” if applicable) for the Plan Year (7/1 – 6/30).
- Annual Leave, whether placed into the plan or not, qualifies for FRS retirement benefit calculations unless it is received at the end of DROP.

## **Vesting**

- All contributions made to the plan are 100% vested.

## **Trustee/Custodian**

- Under the NATIONAL PLAN, BENCOR appoints an institutional Trustee/Custodian to receive all deposits into the plan, hold investments and make distributions to participants. BENCOR reserves the authority to change the appointed Trustee/Custodian.

## **Investments**

- Under the NATIONAL PLAN, BENCOR appoints an institution that provides investment options, including mutual funds and at least one guaranteed interest rate product from an insurance company. BENCOR strives continuously to provide the best performing products and so reserves the authority to change the investment provider as well as the available investment options. Please see the enrollment package for further information regarding investment options currently available.
- All investments are participant directed. If participant does not direct investments, the participant's contribution automatically will be placed in a guaranteed interest rate fund.

## **Third Party Administration**

- BENCOR Administrative Services provides a full range of administrative services to the NATIONAL PLAN and its participants. BENCOR reserves the authority under the NATIONAL PLAN to change the administrator.
- BENCOR provides a toll-free telephone number for general plan information or for specific account information or to change investment options.

## **Statements**

- Quarterly statements will be provided to each participant.
- Account balances will be updated daily and may be viewed by logging into the BENCOR website.

## **Distributions**

- It may be most advantageous under Federal tax laws for a participant to delay taking distributions from the plan until a later tax year when the individual's income tax rate may be lower.
- When a participant terminates employment, he or she may choose to leave money in the plan, self-directing future investments and taking later distributions as desired in a tax deferred manner or may elect to take an immediate lump sum distribution following termination of employment. If elected, periodic payments may be taken by a participant monthly, quarterly, semi-annually or annually. In addition, distributions will be made on account of total disability. If a participant dies, the amount in his or her plan account will be paid to any beneficiary the participant has designated, or if no beneficiary has been named, then to the participant's spouse, if surviving, or if none, to the participant's estate.
- To receive a distribution, a participant must initiate the process by requesting a distribution packet from the Administrator.
- Distributions will be processed in a timely manner.
- For loan provisions of the NATIONAL PLAN that may permit a participant to borrow money from his or her plan account, contact the Administrator.

- A terminating Employee also may elect to roll over eligible distributions into an IRA or into another Employer’s eligible retirement plan. A surviving spouse has the option to roll over a distribution made on account of the Employee’s death to an IRA created by the spouse.
- Retired employees who have left the school system and fall within a certain age category (those who are less than 55) and elect to withdraw their plan funds are subject to a 10% early withdrawal penalty by the IRS. It is recommended the Board hold harmless those employees who fall within this category, if they request their funds from the Administrator within 45 days of actual retirement and termination from the Monroe County School District. This would normally require a makeup of 2.35% (10% penalty less 7.65% previous savings on social security taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% reimbursement for accounts over the limit. Each employee’s amount must be calculated individually to determine the impact. The funds necessary for this feature come from the savings the Board accrues from not matching the Social Security tax. This modification has a minimal impact on the savings generated.
- There is no 10% federal tax penalty for “early distributions” if the Employee terminates employment and by year-end will be at least age 55 (not age 59-½ as is the required age in most other circumstances) or elects a direct rollover of the distribution. Also, distributions made on account of the Employee’s death are not subject to the additional 10% tax.
- Please consult your tax advisor for information regarding the taxability of plan distributions.

**Expenses**

- There are no front or back-end load charges. Each investment option may have an administrative charge referred to as an “expense ratio” that is set forth in the fund’s prospectus material.

**Monroe County School District’s DROP Participants**

- DROP participants’ Terminal Sick Leave Pay/Annual Leave will be processed as follows:
- Annual Leave – Employees participating in DROP have the option to (1) receive their Annual Leave as a lump sum distribution at the time of enrollment in DROP or (2) receive a lump sum payment at the end of the DROP period. If option (1) is chosen (Annual Leave paid as a lump sum at the time of enrollment in DROP), this dollar amount will be included in the employee’s compensation for retirement benefit calculation purposes (FRS). If option (2) is chosen (wait until end of DROP period), this dollar amount is not included in the FRS benefits calculation. Under either option (1) or option (2), Annual Leave will be placed into the NATIONAL PLAN subject to the contribution limit. Any Annual Leave in excess of the plan contribution limit will be paid to the participant subject to federal income tax and related taxes (i.e., Social Security and Medicare). A participant does not have access to plan contributions until the end of DROP – other than through the loan provisions of the plan.
- Terminal Sick Leave Pay – An Employee participating in DROP will have an amount deposited within his or her account equal to that percentage of the time left under the DROP option multiplied by the value of the balance of the Employee’s accrued sick leave days.

**DROP PARTICIPANT - 60 months (maximum allowable)**

Year 1	20% of balance of terminal sick leave
Year 2	25% of balance of terminal sick leave

Year 3	33.33% of balance of terminal sick leave
Year 4	50% of balance of terminal sick leave
Year 5	100% of balance of terminal sick leave

Allowing employees to shelter their terminal pay in this fashion maximizes the terminal pay that they can shelter. This occurs by spreading of those funds over the 60 month DROP period. These percentages would change according to the option chosen by the employee (i.e., a DROP participant could choose only a three-year DROP period, his or her funds would be deposited over the three-year period for a total of 100% by the end of that selection). This percentage may be modified in the first year of enrollment in DROP, if the first year amount, when combined with the payment for accrued annual leave, exceeds the amount that can be sheltered.

### **Tax Sheltered Annuities (403(b))**

- Contributions made to the NATIONAL PLAN are Employer contributions to a 401(a) qualified retirement plan. In most cases, participants in the NATIONAL PLAN also will be able to make maximum contributions to their 403(b) plans.
- Please consult your TSA advisor or your tax advisor regarding your contribution limits.

APPENDIX E: INDUCTION PROGRAM EVALUATION SHEET

(To be filled out by new and beginning teachers to the district)

The new teacher survey can be completed by inserting the link below into the address bar of your web browser.

[https://docs.google.com/forms/d/e/1FAIpQLSf07GrufRFjDrFtkOvCJLJ--1\\_xf3dLYH0UkOFj\\_Rs0g0RsSg/view-form?usp=sf link](https://docs.google.com/forms/d/e/1FAIpQLSf07GrufRFjDrFtkOvCJLJ--1_xf3dLYH0UkOFj_Rs0g0RsSg/view-form?usp=sf_link)

APPENDIX F: BEGINNING AND EXPERIENCED NEW TEACHER TIMELINE

Monroe County School District					
Month	Administration Responsibilities	Mentor Responsibilities	Beginning Teacher Responsibilities (less than 2 years experience)	Experienced New Teacher Responsibilities (at least 2 years experience)	Completion (Initial Below)
August	<ul style="list-style-type: none"> <li>Select Mentors</li> <li>Assign and communicate mentor matches prior to new teacher start date</li> <li>Ensure that mentors are trained or attend required training</li> <li>Meet weekly with new teachers the first month of school</li> <li>Conduct informal observations and provide coaching</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Attend mentor training or complete update review</li> <li>Meet with mentee for ½ day on the new teacher preplanning day</li> <li>Meet with mentee ½ hour per week or twice a month</li> <li>Attend monthly School Induction Group Meeting</li> <li>Provide curriculum resources such as lesson plans, instructional materials, web resources, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Attend New Teacher Orientation</li> <li>Meet with your mentor/ peer teacher and set up a weekly meeting time.</li> <li>Review Charlotte Danielson rubric and Professional Growth Plan objectives with your mentor teacher.</li> <li>Begin Charlotte Danielson Module 2 to prepare for observation.</li> <li>Meet with your School Induction Group.</li> <li>If you have completed the Florida Educator Accomplished Practices (FEAPs), submit evidence to District Induction Coordinator. If not, review the FEAPs with your mentor/ peer teacher and begin working on them.</li> </ul>	<ul style="list-style-type: none"> <li>Attend New Teacher Orientation</li> <li>Meet with your mentor/ peer teacher and set up a bi- weekly meeting time.</li> <li>Review Charlotte Danielson rubric and Professional Growth Plan objectives with your mentor/ peer teacher.</li> <li>Begin Charlotte Danielson Module 2 to prepare for observation.</li> <li>Meet with your School Induction Group.</li> <li>If you did not previously teach in Florida, review the FEAPs with your mentor/peer teacher.</li> </ul>	<p align="center">New Hire</p> <hr/> <p align="center">Mentor</p> <hr/>
September	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> <li>Assist teacher in analyzing data</li> <li>Assist mentee with PGP goals</li> <li>Attend monthly Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 2 and begin Module 3.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Finalize PGP with your mentor and meet with your principal.</li> <li>Prepare for your first observation with your mentor.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 2 and begin Module 3.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Finalize PGP with your mentor and meet with your principal.</li> <li>Prepare for your first observation with your mentor.</li> </ul>	<p align="center">New Hire</p> <hr/> <p align="center">Mentor</p> <hr/>

October	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week</li> <li>Observe teacher in classroom OR using Edivate Review</li> <li>Attend monthly School Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Review observation outcomes with your principal and mentor.</li> <li>Complete an informal observation with your mentor. You can upload a lesson video to Edivate for your mentor to view, or your mentor can informally observe you in person.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Review observation outcomes with your principal and mentor.</li> <li>Complete an informal observation with your mentor. You can upload a lesson video to Edivate for your mentor to view, or your mentor can informally observe you in person.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p> <hr/>
November	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> <li>Attend monthly School Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 3.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Informally observe your mentor modeling a lesson.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 3.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Informally observe your mentor modeling a lesson.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p> <hr/>
December	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> <li>Have mentee observe you in the classroom</li> <li>Help mentee prepare for mid-year meeting</li> <li>Attend monthly School Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Begin working on Charlotte Danielson Module 1.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Meet with your principal before the end of 2nd quarter.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Begin working on Charlotte Danielson Module 1.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Meet with your principal before the end of 2nd quarter.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p> <hr/>

January	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> <li>Meet with teacher for mid-year review</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week</li> <li>Attend monthly Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Continue working on Charlotte Danielson Module 1.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Do a mid-year review of your PGP goals with your mentor/ peer teacher and your principal.</li> <li>Prepare for your second observation with your mentor and your principal.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Continue working on Charlotte Danielson Module 1.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Do a mid-year review of your PGP goals with your mentor/ peer teacher and your principal.</li> <li>Prepare for your second observation with your mentor and your principal</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p>
February	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> <li>Observe teacher in classroom OR using Edivate Review</li> <li>Attend monthly School Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 1.</li> <li>Begin working on Charlotte Danielson Module 4.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Complete an informal observation with your mentor. You can upload a lesson video to Edivate for your mentor to view, or your mentor can informally observe you in person.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 1.</li> <li>Begin working on Charlotte Danielson Module 4.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Complete an informal observation with your mentor. You can upload a lesson video to Edivate for your mentor to view, or your mentor can informally observe you in person.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p>

March	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week</li> <li>Attend monthly Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 4. Make sure you have all documentation submitted on EDIVATE.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Review your second observation outcomes (if you have been observed) with your mentor and your principal.</li> <li>Informally observe your mentor modeling a lesson.</li> <li>Continue working on FEAPs (if it applies to you).</li> </ul>	<ul style="list-style-type: none"> <li>Complete Charlotte Danielson Module 4. Make sure you have all documentation submitted on EDIVATE.</li> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Review your second observation outcomes (if you have been observed) with your mentor and your principal.</li> <li>Informally observe your mentor modeling a lesson.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p>
April	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> <li>Attend monthly School Induction Group Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Turn in completed Induction Packet electronically to District Induction Coordinator by April 15.</li> </ul>	<ul style="list-style-type: none"> <li>Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group.</li> <li>Turn in completed Induction Packet electronically to District Induction Coordinator by April 15.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p>
May	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> </ul>	<ul style="list-style-type: none"> <li>Begin preparing for your end of the year meeting by gathering Charlotte Danielson evidence and artifacts, including student work samples. Continue your meetings with your mentor/ peer teacher.</li> <li>Attend monthly meeting with your School Induction Group</li> </ul>	<ul style="list-style-type: none"> <li>Begin preparing for your end of the year meeting by gathering Charlotte Danielson evidence and artifacts, including student work samples. Continue your meetings with your mentor/ peer teacher.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p>

June	<ul style="list-style-type: none"> <li>Meet monthly with new teachers</li> <li>Conduct informal and/or formal observations</li> <li>Monitor the support provided to the new teacher</li> </ul>	<ul style="list-style-type: none"> <li>Meet with mentee ½ hour per week/twice a month</li> </ul>	<ul style="list-style-type: none"> <li>Meet with your mentor/ peer teacher to finalize data (if possible) and prepare for your end of the year meeting.</li> <li>End of the year meeting with your principal to review PGP outcomes.</li> <li>Attend monthly meeting with your School Induction Group.</li> </ul>	<ul style="list-style-type: none"> <li>Meet with your mentor/ peer teacher to finalize data (if possible) and prepare for your end of the year meeting.</li> <li>End of the year meeting with your principal to review PGP outcomes.</li> </ul>	<p>New Hire</p> <hr/> <p>Mentor</p> <hr/>
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APPENDIX G: INTERVIEWING AND RANKING FORM FOR VACANT OR NEW POSITIONS

Form for Ranking			
	Meets first consideration	Notes	Score: 5 to 1; 5 best; 1 least
Qualifications: (See definition)			5 points max
Training: (See definition)			5 points max
Experience: (See definition)			5 points max
Annual Evaluations: (overall effective or above and must have been an employee for 1 year.)			5 points max
Time in the District: Must have 1 year of service.)			½ point for each year of service (to a max of 10 points)
Total Score Attach individual interviewer forms to the composite form if there is more than one interviewer			

Meets Minimum Requirements

If requirements are met Ranking Total \_\_\_\_\_

\_\_\_\_\_  
Signature of Interviewer:

\_\_\_\_\_  
Date:



**APPENDIX I: PROGRESSIVE DISCIPLINE MANUAL**

A COLLABORATIVE DEVELOPMENT

BETWEEN THE

**DISTRICT SCHOOL BOARD OF MONROE COUNTY**

241 TRUMBO ROAD  
KEY WEST, FL 33040

AND THE

**UNITED TEACHERS OF MONROE**

1310 UNITED STREET #115  
KEY WEST, FL 33040

FEA, AFT, LOCAL 3709, AFL-CIO

The goal of employee discipline is to foster a positive work environment whereby all staff members are treated in a fair and equitable manner. In order to set the foundation to achieve that goal, it is important that staff understand workplace rules and expectations from the beginning. Workplace rules are included in the union contracts, school board policies and the employee handbook. An orientation to reinforce expectations of these rules should be covered in a staff meeting within the first month of the school year or of employment.

In order for discipline to be effective and correct employee behavior, it must have certain fundamental characteristics. Discipline must be progressive, consider past practice, and meet the test of just cause. The principle of “progressive” discipline involves informing the employee of the problem and the need to correct it, and then using increasingly stronger disciplinary measures if the employee fails to correct the problem.

When you have a rule infraction, it is important to remember that not all rule violations require the full gambit of the discipline process. Some employees only need verbal counseling to correct their behavior. This type of corrective counseling is a measure that should be taken, if appropriate, before beginning the Steps of Progressive Discipline. However, in case the behavior continues, you should make a note of the date that you first verbally addressed the issue. It is expected that in most cases, counseling will precede the formal disciplinary process.

The formal disciplinary process includes a documented verbal warning, a written directive, a written reprimand, suspension, and termination of employment. For more serious behavior(s) the earlier steps may be eliminated. The degree of discipline taken must correlate to the seriousness of the offense and the employee’s record. Discipline should be taken at the minimum level necessary to bring about correction of the behavior. If the behavior is not corrected, more severe action may be taken, up to and including termination of employment.

Definitions:

**Counseling** – An opportunity for the employee and the supervisor to informally discuss work-related problems and concerns. The counseling session is designed to help the employee:

- Recognize the mistake or deficiency.
- Clarify expectations.
- Understand the consequences of failing to meet the expectations.
- The counseling session should be documented using a site record only.

**Investigative Evidence Review Meeting** - provides due process to the employee that is the subject of an investigation. This meeting is held after the investigation is complete and prior to the decision as to whether disciplinary action is warranted.

**Just Cause** – employer’s right to discipline an employee for proven misconduct or negligence.

**Meeting for the Record** – Formalized process where notes are taken by administration with copies available to all involved parties. This meeting triggers Weingarten rights.

**Probable Cause** – reasonable belief that an infraction may have occurred.

**Thorough Investigation** –

- Who was responsible for the incident?
- Who witnessed the incident?
- What actually happened?
- When did it happen?
- Where did it happen?
- Why did it happen?
- How did the incident or situation occur?

**Founded** - The available evidence showed the charge(s) to be proven.

**Unfounded** - The available evidence showed the charge(s) were not proven.

**Weingarten Rights** - EMPLOYEE'S RIGHT TO UNION REPRESENTATION

The right of employees to have union representation at investigatory interviews was announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct. If an employee has a reasonable belief that discipline, or other adverse consequences may result from what he or she says, the employee has the right to request union representation.

The steps of Due Process for MCSD are:

1. An allegation of wrongdoing or complaint is observed/reported.
2. When an allegation of wrongdoing or a complaint against an employee is made, the employee shall be notified in writing (including email) within 48 hours of the nature of the complaint, the name of the person making the allegation, and shall have the opportunity to seek representation prior to any investigative action. An invitation to meet shall be issued.
  - a. All counseling and/or any disciplinary actions shall be done in private.
  - b. No investigation, verbal warning, written directive, reprimand, suspension (with or without pay), demotion, or termination shall be issued based on anonymous information or complaints unless otherwise required by law. F.S.231(291)(1)(b)
3. In a meeting for the record from which the employee believes that discipline may follow, the employee may request representation (Weingarten rights.) When a request for representation has been made, the meeting shall take place within 48 hours or two business days. The employee shall have an opportunity to respond.
4. Based on the facts provided by both parties, options at this point include:
  - i. In the event that an investigation is concluded with the finding that there is no probable cause to proceed further and no disciplinary action taken, a statement to that effect signed by the

responsible investigating official shall be attached to the complaint. The materials of such investigation shall not be placed in the employee's personnel file.

- ii. Provide an opportunity for counseling.
  - iii. When probable cause or evidence based infractions exist:
    1. If probable cause exists an investigation begins.
      - a. The employee will be advised during the meeting that an investigation will begin. Notice will be sent to UTM (any bargaining unit employee).
      - b. The "investigator" conducting the investigation shall not be the complainant.
      - c. Investigations conducted by the supervisor shall normally be concluded within twenty (20) workdays. The supervisor shall notify the employee and UTM in writing of any investigation extended beyond the twenty (20) days.
    2. If evidence based infractions exist, progressive discipline will begin.
5. Following any investigation, the investigator provides findings to the employee in writing prior to a meeting.
- a. A subsequent invitation to meet will be sent to the employee. (Investigative Evidence Review Meeting)
  - b. The employee shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation.
    - i. Investigator shall continue investigation in response to any additional evidence provided by the employee.
    - ii. Investigator presents new evidence and revised report prior to any subsequent meeting.
    - iii. A subsequent invitation to meet will be sent to the employee. (Investigative Evidence Review Meeting)
    - iv. The employee shall be provided with a copy of the final report upon conclusion of the investigation. A copy shall also be provided to UTM and the HR Generalist.
    - v. In the event that an investigation is concluded with the finding that there is no probable cause to proceed further and no disciplinary action taken, a statement to that effect signed by the responsible investigating official shall be attached to the complaint. The materials of such investigation shall not be placed in the employee's personnel file.
    - vi. If an investigation results in a finding of probable cause for disciplinary action for suspension or dismissal, the employee shall be notified of the charges in writing and have the right to a hearing as outlined in the Grievance Procedure.
  - c. Should it become necessary to discipline an employee, it is the District's intent to do so consistent with the concept of discipline discipline. This process includes as many as five (5) steps. Employees covered by this agreement may be disciplined for just cause in the following ways:
    1. Verbal warning/conversation regarding behavior (site record)
    2. Written directive (district record)
    3. Written reprimand (personnel file)
    4. Suspension – with or without pay
    5. Demotion or termination

The concept of progressive discipline does not keep the omission of one or more of the steps if immediate and/or stronger action is necessary.

6. The employee and/or the complainant shall be entitled to consultation with the Executive Director of Human Resources regarding evidence and procedures.

7. Review of fairness and thoroughness of the investigation including discipline

- i. Investigation conducted fairly and thoroughly
      1. Original investigator's decision upheld and shared with employee/complainant and UTM.
    - ii. Investigation was not conducted fairly and thoroughly
      1. HR Executive Director/designee will conduct further investigation.
  - a. Following any investigation, the HR Executive Director/designee provides evidence to the employee prior to meeting.
  - b. An invitation to meet will be sent to the employee.
  - c. HR Executive Director/designee presents new evidence and revised report to employee.
    - i. If an investigation concludes with a finding that there is no probable cause to proceed further and no disciplinary action taken, a statement to that effect signed by the responsible investigating official shall be attached to the complaint. The materials of such investigation shall not be placed in the employee's personnel file.
    - ii. If an investigation concludes with a finding of probable cause for disciplinary action for suspension or dismissal, the employee shall be notified of the charges in writing and have the right to a hearing as outlined in the Grievance Procedure.
    - iii. If complainant initiated further investigation, then the complainant is noticed that further investigation was undertaken and that a conclusion was reached.
8. At the close of the investigation, the HR Executive Director shall make a recommendation to the Superintendent for cause or no cause. This recommendation shall be included in the copy Article XX Section 1 (4).

**APPENDIX J: MCSD INFORMAL OBSERVATION TOOL**

**Monroe County School District Informal Observation Tool  
Thank you for sharing your classroom with me today!**

Learning Target: \_\_\_\_\_

Student Engagement: \_\_\_\_\_

Depth of Knowledge/Costa's Levels: \_\_\_\_\_

Collaboration: \_\_\_\_\_

Wows!

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Wonders?

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**Thank you for sharing your classroom with me today!**

Learning Target: \_\_\_\_\_

Student Engagement: \_\_\_\_\_

Depth of Knowledge/Costa's Levels: \_\_\_\_\_

Collaboration: \_\_\_\_\_

Wows!

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Wonders?

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## ADDENDUM A: UNITED TEACHERS OF MONROE SICK LEAVE POOL RULES

### A. Purpose

A sick leave pool has been established, effective January 1, 1981, in order to provide members of the bargaining unit with an emergency pool of sick leave days in cases of prolonged absence due to personal illness or disability beyond those days available under personal sick leave or such other leave as may be available upon School Board action.

### B. Benefits

A member of the sick leave pool shall, upon proper application, be eligible to receive up to fifty (50) days from the pool within a 12 month period. Should a member of the sick leave pool apply for an additional 50 days, the need must arise from a different catastrophic illness or occurrence.

### C. Membership and General Requirements

1. Participation in the sick leave pool shall at all times be voluntary on the part of the employees.

2. Any member of the instructional staff employed on a fifty-one percent (51%) or more contract shall be eligible for participation in the sick leave pool after one year of employment with the District School System, provided that such employee has accrued a minimum of seven (7) unused sick leave days by the end of the open enrollment period. A sick leave pool member may (only) discontinue their membership in the pool during the open enrollment periods. The open enrollment periods shall be the months of September and February of each school year.

3. Each employee shall, upon signing an authorization form for the sick leave pool, contribute one day during the official enrollment periods. Participating members shall be required to contribute an additional day when the number of pool days has fallen below thirty (30) days. However, such additional days shall in no event exceed one per school year. Any such contribution to replenish the sick leave pool shall be equally required of all employees participating in the pool.

4. A sick leave day contributed by a member will not be returned to the employee except as authorized hereinafter.

5. Any sick leave time drawn from the pool by a participating employee must be used for the employee's personal catastrophic illness, accident, or injury. A catastrophic occurrence shall be defined as a debilitating cancer, TB, stroke, heart disease, a major operation or serious accident with a long recovery period and any long term or chronic illness.

6. A participating employee who uses sick leave from the pool shall not be required to re-contribute such sick leave except as otherwise provided in this section.

7. A participating employee shall not be eligible to use sick leave from the pool until all of the employee's sick leave days have been utilized.

8. All members shall provide medical documentation to the Review Committee certifying the catastrophic illness as defined in section 5 and shall agree to all other terms and conditions necessary in writing prior to being granted pool days.

9. Application by employees for withdrawal from the sick leave pool shall be submitted to the Review Com-

mittee, which shall review the requested withdrawal and approve or disapprove same based upon circumstances involved in the requested withdrawal.

10. Sick leave pool days may not be utilized for normal childbirth (includes C-section) unless serious complications occur as documented by the employee's physician.

11. In the event the Sick Leave Pool is disbanded all days remaining in the pool at the time of said action shall be divided equally among the members of the pool without regard to length of membership or prior use of the pool and returned to their individual sick leave accumulations.

12. Each employee who participates in the sick leave pool agrees to hold harmless the Monroe County School Board, the United Teachers of Monroe, the Review Committee and the Study Committee from any liability as a result of the establishment and/or administration of the sick leave pool. Any and all disputes concerning the sick leave pool shall be submitted exclusively to the Review Committee for resolution. The decision of the majority of the Review Committee shall be final and binding. In the event the Review Committee deadlocks, the matter may then be appealed to arbitration pursuant to the conditions and procedures contained in Appendix A of this agreement.

13. When an employee is a member of the sick leave pool and they have exhausted their sick leave pool benefit, other employees in the sick leave pool may donate a sick leave day directly to the employee under the following circumstances:

a. The employee needs the days due to their own personal catastrophic illness as defined in the sick leave pool rules and have met the qualifying criteria as set forth in the sick leave pool. (It must be clear that an employee must have used all of their sick leave pool days before requesting a voluntary donation of an additional sick day by other sick leave participants.)

Application for this benefit must be submitted on the proper form which will be developed by the district and the union for this purpose and must be approved by the sick leave pool committee. Sick Leave Pool Members who are willing to donate a day to the employee who applies must sign the form authorizing the payroll department to deduct a day from their sick leave.

An applicant will have to submit a new form for each five days of sick leave requested. This benefit is limited to a maximum of fifty (50) days of sick leave provided that enough sick leave pool members are willing to donate. Days donated by other employees shall not be mingled with the days of the existing sick leave pool but shall be considered a one-time donation. Employees are limited to donating one sick day per applying applicant. All applications for this additional sick leave benefit shall be retained by the district's custodian for the sick leave pool. All days provided under this agreement will be reported in the sick leave annual report.

#### D. Administration

1. Administration of the pool will be by a Review Committee, which shall be established as follows:

(a) The committee will consist of six members, three to be named by the Union and three to be named by the School Board.

(b) No decision of the Review Committee shall be made by fewer than four members, two of which are School Board appointees and two of which are Union appointees.

(c) The committee shall review all applications for withdrawal of pool days and shall have the right to approve or disapprove applications and to request additional information or medical documentation.

(d) The Review Committee shall develop a procedure for investigation of possible abuse of the pool and shall have the responsibility for imposing penalties as determined hereinafter.

2. The Review Committee shall have available to it a representative of the Study Committee, as established by the Contract. The representative shall be available to assist in interpretation of the contractual and procedural provisions of the pool.

3. The Study Committee will retain the right to waive additional contributions if the pool has sufficient days to meet all current requests for withdrawal or to assess additional contribution not to exceed one (1) day per year.

4. The Review Committee shall annually issue a report to the members of the pool, to the UTM President and to the school superintendent. Such a report shall include the date of any pool day assessment, number of days contributed, utilization and current pool balance. The district shall assign an employee of the payroll department to act as custodian of the sick leave pool and shall maintain the files of all requests including documentation supporting the sick leave pool use.

#### E. Penalties

Upon finding by the Review Committee that a member has fraudulently withdrawn days from the pool, that member may be subject to the following penalties:

1. Pool reimbursement to the School Board for the total dollar value of the days withdrawn.
2. Interest on said amount up to 15%.
3. Ineligibility for continuing membership in the pool.
4. Such other penalties as may be recommended.
5. Such other penalties as may be available to the Board.

## ADDENDUM B: PERSONNEL FILES

Pursuant to Florida Statute 1012.31 Personnel files - Public school system employee personnel files shall be maintained according to the following provisions:

A.

(1) Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

(2) No anonymous letter or anonymous materials shall be placed in the personnel file.

B.

(1) Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

(2)

a. No such materials may be placed in a personnel file unless they have reduced to writing within 45 calendar days, exclusive of the summer vacation period of the school system administration becoming aware of the facts reflected in the materials.

b. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed.

(3) A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:

a. By certified mail, return receipt requested to his/her address of record; or

b. By personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

(4) The employee shall have the right to answer in writing any such materials in a personnel file as of July 1, 1983, as well as any such material filed thereafter, and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file, which the employee believes to be false. The official making the inquiry shall append a written report of his/her findings to the material.

(5) Upon request the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted conveniently to reproduce any materials in the file at a cost no greater than 5 cents a page.

(6) The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

C.

(1) Public School system employee personnel files are subject to the provisions of chapter 119, except as follows:

a. Any complaint and any material relating to the investigation of complaint against an employee shall be confidential until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to the effect signed by the responsible investigating official shall be attached to the complaint and the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. If the preliminary investigation is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. For the purpose of this subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 calendar days after the complaint is made.

b. Employee evaluations prepared pursuant to s. 231.17(3), s. 1012.34, s. 1021.33, or rules adopted by the State Board of Education or a local school board under the authority of said sections, shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public pursuant to this section.

c. No material derogatory to the employee shall be open to inspection until 10 calendar days after the employee has been notified pursuant to paragraph (2) (c).

d. The payroll deduction reports of the employee shall be confidential.

e. Employee medical records, including psychiatric and psychological records, shall be confidential; provided, however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have the access to such records.

(2) Notwithstanding other provisions of this section, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent, and the principal, or their respective designees, in the exercise of their respective duties.

(3) Notwithstanding other provisions of this section, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

D. The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.

### ADDENDUM C: ESOL LETTER OF UNDERSTANDING

In an effort to fairly treat teachers who would otherwise be recommended for a PSC contract and protect the district's obligation to provide qualified teachers for LEP students, the District School Board and the United Teachers of Monroe agree to the following letter of understanding.

When an annual contract teacher qualifies for a PSC contract but has not yet obtained or completed the ESOL training requirements for his/her area of certification as determined by the Department of Education, the district may offer and the teacher may accept the following contract stipulations:

- A. The teacher shall remain on annual contract until he/she receives the ESOL training for his/her area of certification.
- B. The teacher shall move along the currently established salary schedule as if he/she were on PSC.
- C. The teacher shall be considered as having continued employment as long as he/she is progressing toward the ESOL training requirement according to the current timelines established by the Department of Education. For extenuating circumstances, the Superintendent may grant an extension to this provision.
- D. As soon as the personnel department receives appropriate documentation of the ESOL training, they shall notify the Superintendent's office. The Superintendent shall then recommend the teacher for PSC to the Board at the next available Board meeting.
- E. Any teacher signing this agreement cannot be non-renewed for any other reason than not meeting the timeline requirements currently established by the Department of Education for ESOL training in their certification area, except as provided for in item 6.
- F. Teachers under this agreement are entitled to the same due process provisions of a PSC teacher as stated in Florida Statutes. Disciplinary action and/or termination are subject to the same criteria as a PSC teacher.
- G. A copy of the signed agreement shall be sent to the union office for their records.

## ADDENDUM D: TEACHER EVALUATION

Whereas, the parties agree that the assessments used to evaluate teachers, including but not limited to the new FAST, state required End of Course (EOC) assessments, other standardized assessments, including nationally recognized standardized assessments, industry certification examinations, and district-developed common assessments, are not yet fully validated all instructional employees will receive a student learning growth score of no lower than 1.0 “Developing” subject to provisions of Article XXIII – Teacher Evaluation in the Teacher Contract.

The three components of teacher evaluation are (1) observation and data/records relating to job performance, (2) student performance, and (3) a professional growth plan, weighted within the parameters of F.S. 1012.34.

### Student Performance

1. Non-classroom teachers assigned to specific schools or multiple schools will have their student performance scores calculated by using the learning target assigned to the students they serve. (Examples: academic coaches, athletic directors, guidance counselors, staffing specialists, speech therapists, school psychologists, media specialists, occupational therapists, physical therapists, etc.)
2. Student performance scores for classroom teachers teaching semester-long classes will be calculated based on student data from both semesters.
3. Student performance scores for classroom teachers teaching alternative education/DJJ with less than 10 students will be calculated based on the District score.
4. After 15 absences, the teacher shall have the option of removing a student from his/her roster during the Survey 3 roster verification process.
5. First year ELL students who have been in attendance for less than one year will be considered in the same manner as FDOE does for determining school grades. They will be assessed but will not count in the Student Growth Measure.
6. The performance level standards for K-2 will be determined by measuring the median Student Growth Percentile in STAR Reading and/or STAR Math based on the component form jointly decided upon by teacher and principal to include the following criteria:

<u>Performance Score</u>		<u>Reading*</u>	<u>Math*</u>
3	Highly Effective:	55-100	55-100
2	Effective:	30-54	30-54
1	Needs Improvement:	15-29	15-29
0	Unsatisfactory:	0-14	0-14

\*Ratings and score ranges are subject to ratification by the United Teachers of Monroe (UTM) and approval by the Monroe County School Board

a. Secondary school level classroom teachers who teach three or more preparations will receive three additional student learning advancement points.

b. For teachers who teach across multiple assessment areas, scores will be weighted based on the number of courses.

# Attachment A

## Monroe County School District

### Advanced Placement Assessment Matrices

	Mean National Percentile Rank (NPR) for cohort of students assigned					
	Mean PSAT NPR less than 75	Mean PSAT NPR 75-80	Mean PSAT NPR 81-85	Mean PSAT NPR 86-90	Mean PSAT NPR 91-95	Mean PSAT NPR 96-100
Students scoring 2 and above is greater than both the national and state averages by at least 10 percentage points	3	3	3	3	3	3
Students scoring 2 and above is equal to or greater than the national or state average (whichever is greater)	3	3	3	3	3	2
Students scoring 2 and above is greater than or equal to the national or state average (whichever is less)	3	3	3	2	2	2
Students scoring 2 and above is within 5 percentage points of the national or state average (whichever is less)	3	3	2	2	2	1
Students scoring 2 and above is within 10 percentage points of the national or state average (whichever is less)	3	2	2	2	1	1
Students scoring 2 and above is within 20 percentage points of the national or state average (whichever is less)	2	2	2	1	1	1
Students scoring 2 and above is within 30 percentage points of the national or state average (whichever is less)	2	2	1	1	1	0
Students scoring 2 and above is more than 30 percentage points below the national or state average (whichever is less)	1	1	1	0	0	0
Students scoring 2 and above is more than 40 percentage points below the national or state average (whichever is less)	0	0	0	0	0	0

AP Courses utilize the most recent PSAT National Percentile Rank to establish the prior achievement of the class/cohort of students. Specific courses use specific PSAT scores as follows:

Advanced Placement Course	PSAT Reading	PSAT Math	PSAT Reading or Math (whichever is lower)
Art-History of Art	X		
Art-Drawing Portfolio			X
Biology	X		
Calculus AB		X	
Calculus BC		X	
Capstone Research	X		
Capstone Seminar	X		
Chemistry			X
Comparative Government and Politics	X		
Computer Science Principles			X
Computer Science A			X
English Language and Composition	X		
English Literature and Composition	X		
Environmental Science	X		
European History	X		
Human Geography	X		
Macroeconomics			X
Microeconomics			X
Music Theory			X
Physics I			X
Physics II			X
Psychology	X		
Spanish Language & Culture (or any other foreign language)	X		
Spanish Literature & Culture	X		
Statistics		X	
Studio Art Two-Dimensional Design Portfolio			X
Studio Art Three-Dimensional Design Portfolio			X
United States History	X		
United States Government and Politics	X		
World History	X		

## Attachment B

# Monroe County School District FSA End of Course Assessments, NGSSS End of Course Assessments and Statewide Science Assessments Matrices by Course

### Civics EOC Matrix

	Average FSA-ELA Scores for the cohort of students assigned					
	Mean Prior FSA- ELA Score less than 2.5	Mean Prior FSA- ELA Score 2.5- 2.99	Mean Prior FSA- ELA Score 3.0 - 3.49	Mean Prior FSA- ELA Score 3.5 - 3.99	Mean Prior FSA- ELA Score 4.0 - 4.49	Mean Prior FSA- ELA Score 4.5 - 5.0
Percent of students scoring level 3 and above is 100% and percentage of students scoring level 4 & 5 is greater than 75%	3	3	3	3	3	3
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	2	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is less than 50%	3	3	2	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 10%	3	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 20%	2	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 20%	2	2	2	1	1	0
Students scoring 3 and above is less than 50% and students scoring level 1 is less than 20%	2	2	1	1	0	0
Students scoring 3 and above is less than 50% and students scoring level 1 is greater than 20%	1	1	1	0	0	0
Students scoring 3 and above is less than 40% and students scoring level 1 is greater than 20%	0	0	0	0	0	0

### US History EOC Matrix

	Mean prior national percentile rank of the cohort of students assigned					
	Mean Prior NPR on PSAT-Read less than 50	Mean Prior NPR on PSAT-Read 50-59	Mean Prior NPR on PSAT-Read 60-69	Mean Prior NPR on PSAT-Read 70-79	Mean Prior NPR on PSAT-Read 80-89	Mean Prior NPR on PSAT-Read above 80
Percent of students scoring level 3 and above is 100% and percentage of students scoring level 4 & 5 is greater than 75%	3	3	3	3	3	3
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	3	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	2	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is less than 50%	3	3	2	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 10%	3	2	2	2	2	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 15%	2	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 15%	2	2	2	1	1	0
Students scoring 3 and above is less than 50% and students scoring level 1 is less than 15%	2	2	1	1	0	0
Students scoring 3 and above is less than 50% and students scoring level 1 is greater than 15%	1	1	1	0	0	0
Students scoring 3 and above is less than 40% and students scoring level 1 is greater than 15%	0	0	0	0	0	0

### Biology EOC Matrix

	Mean prior national percentile rank of the cohort of students assigned					
	Mean Prior NPR on PSAT-READ less than 50	Mean Prior NPR on PSAT-Read 50-59	Mean Prior NPR on PSAT-Read 60-69	Mean Prior NPR on PSAT-Read 70-79	Mean Prior NPR on PSAT-Read 80-89	Mean Prior NPR on PSAT-Read above 80
Percent of students scoring level 3 and above is 100% and percentage of students scoring level 4 & 5 is greater than 75%	3	3	3	3	3	3
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	2	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is less than 50%	3	3	2	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 10%	3	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 20%	2	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 10%	2	2	2	1	1	0
Students scoring 3 and above is less than 50% and students scoring level 1 is less than 20%	2	2	1	1	0	0
Students scoring 3 and above is less than 50% and students scoring level 1 is greater than 10%	1	1	1	0	0	0
Students scoring 3 and above is less than 40% and students scoring level 1 is greater than 10%	0	0	0	0	0	0

### Grade 5 and Grade 8 Science

	Most Recent FSA Read below 2.0	Most Recent FSA Read 2.0-2.49	Most Recent FSA Read 2.5-2.99	Most Recent FSA Read 3.0-3.49	Most Recent FSA Read 3.5-3.99	Most Recent FSA Read 4.0+
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 40%	3	3	3	3	3	3
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 40%	3	3	3	3	3	2
Percent of students scoring level 3 and above is greater than 65% and percentage of students scoring level 4 & 5 is greater than 40%	3	3	3	3	2	2
Percent of students scoring level 3 and above is greater than 65% and percentage of students scoring level 4 & 5 is less than 40%	3	3	3	2	2	2
Students scoring 3 and above is greater than or equal to 55% and students scoring level 1 is less than 15%	3	2	2	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 15%	3	2	2	2	2	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 15%	2	2	2	2	1	1
Students scoring 3 and above is less than 45% and students scoring level 1 is less than 15%	2	2	2	1	1	0
Students scoring 3 and above is less than 45% and students scoring level 1 is greater than 15%	1	1	1	1	0	0
Students scoring 3 and above is less than 35%	0	0	0	0	0	0

### Geometry End of Course

	Average FSA-EOC Scores for the cohort of students assigned					
	Mean Prior Algebra EOC Score less than 2.5	Mean Prior Algebra EOC Score 2.5-2.99	Mean Prior Algebra EOC Score 3.0-3.49	Mean Prior Algebra EOC Score 3.5-3.99	Mean Prior Algebra EOC Score 4.0-4.49	Mean Prior Algebra EOC Score 4.5-5.0
Percent of students scoring level 3 and above is 100% and percentage of students scoring level 4 & 5 is greater than 75%	3	3	3	3	3	3
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	3	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is less than 50%	3	3	3	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 10%	3	3	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 15%	3	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 15%	2	2	2	1	1	0
Students scoring 3 and above is less than 50% and students scoring level 1 is less than 15%	2	2	1	1	0	0
Students scoring 3 and above is less than 50% and students scoring level 1 is greater than 10%	1	1	1	0	0	0
Students scoring 3 and above is less than 40% and students scoring level 1 is greater than 15%	0	0	0	0	0	0

### Grade 3 Matrix

	STAR Median SGP 0-14	STAR Median SGP 15-29	STAR Median SGP 30-54	STAR Median SGP 55-100
Percent of students obtaining a learning advancement is 100%	3	3	3	3
Percent of students obtaining a learning advancement is above 90%	3	3	3	3
Percent of students obtaining a learning advancement is above 80%	3	3	3	3
Percent of students obtaining a learning advancement is above 70%	3	3	3	3
Percent of students obtaining a learning advancement is above 60%	3	3	3	3
Percent of students obtaining a learning advancement is above 50%	3	3	2	2
Percent of students obtaining a learning advancement is above 40%	3	2	2	2
Percent of students obtaining a learning advancement is above 30%	2	2	2	1
Percent of students obtaining a learning advancement is above 20%	1	1	1	0
Percent of students obtaining a learning advancement is below 19.49%	0	0	0	0
<p><b>Learning Advancement:</b></p> <ol style="list-style-type: none"> <li>Obtain a level 3, 4, or 5 on PM 3 and/or remain a level 3, 4, or 5 on PM 3</li> <li>Students below a level 3 who advance from one subcategory in level 1 or 2 to a higher subcategory from PM 1 to PM 3.</li> </ol> <p><b>**add</b> 1% per retained student in the class (indicated by the level 1 score in FSA column)</p>				

Grades 4-10 Matrix						
	Mean Prior FAST Score less than 2.5	Mean Prior FAST Score 2.5-2.99	Mean Prior FAST Score 3.0 - 3.49	Mean Prior FAST Score 3.5 - 3.99	Mean Prior FAST Score 4.0 - 4.49	Mean Prior FAST Score 4.5 - 5.0
Percent of students obtaining a learning advancement is 100%	3	3	3	3	3	3
Percent of students obtaining a learning advancement is above 90%	3	3	3	3	3	2
Percent of students obtaining a learning advancement is above 80%	3	3	3	3	2	2
Percent of students obtaining a learning advancement is above 70%	3	3	3	2	2	2
Percent of students obtaining a learning advancement is above 60%	3	3	2	2	1	1
Percent of students obtaining a learning advancement is above 50%	3	2	2	2	1	1
Percent of students obtaining a learning advancement is above 40%	2	2	2	1	1	0
Percent of students obtaining a learning advancement is above 30%	2	2	1	1	0	0
Percent of students obtaining a learning advancement is above 20%	1	1	1	0	0	0
Percent of students obtaining a learning advancement is below 19.49%	0	0	0	0	0	0

**Learning Advancement:**  
 1. Obtain a level 3, 4, or 5 on PM 3 and/or remain a level 3, 4, or 5 on PM 3.  
 2. Students below a level 3 who advance from one subcategory in level 1 or 2 to a higher subcategory from PM1 to PM3.

Algebra Matrix						
	Mean Prior FAST Score less than 2.5	Mean Prior FAST Score 2.5-2.99	Mean Prior FAST Score 3.0 - 3.49	Mean Prior FAST Score 3.5 - 3.99	Mean Prior FAST Score 4.0 - 4.49	Mean Prior FAST Score 4.5 - 5.0
Percent of students scoring level 3 and above is 100% and percentage of students scoring level 4 & 5 is greater than 75%	3	3	3	3	3	3
Percent of students scoring level 3 and above is 90% or greater and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	3	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is greater than 50%	3	3	3	3	2	2
Percent of students scoring level 3 and above is greater than 75% and percentage of students scoring level 4 & 5 is less than 50%	3	3	3	2	2	2
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 10%	3	3	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is less than 15%	3	2	2	2	1	1
Students scoring 3 and above is greater than or equal to 50% and students scoring level 1 is greater than 15%	2	2	2	1	1	0
Students scoring 3 and above is less than 50% and students scoring level 1 is less than 15%	2	2	1	1	0	0
Students scoring 3 and above is less than 50% and students scoring level 1 is greater than 15%	1	1	1	0	0	0
Students scoring 3 and above is less than 40% and students scoring level 1 is greater than 15%	0	0	0	0	0	0

\*1% subtracted from the percent of Level 1 students for every student on the verified roster who previously took Algebra 1A.

PSAT MATRIX

Mean National Percentile Rank (NPR) for cohort of students assigned							
	Mean Prior FAST/BEST/FSA Score 0-1.59	Mean Prior FAST/BEST/FSA Score 1.6-2.49	Mean Prior FAST/BEST/FSA Score 2.5-2.99	Mean Prior FAST/BEST/FSA Score 3.0 - 3.49	Mean Prior FAST/BEST/FSA Score 3.5 - 3.99	Mean Prior FAST/BEST/FSA Score 4.0 - 4.49	Mean Prior FAST/BEST/FSA Score 4.5 - 5.0
Mean PSAT NPR 85-100	3	3	3	3	3	3	3
Mean PSAT NPR 75-84	3	3	3	3	3	3	2
Mean PSAT NPR 60-74	3	3	3	3	3	2	2
Mean PSAT NPR 45-59	3	3	3	3	2	2	2
Mean PSAT NPR 30-44	3	3	3	2	2	2	1
Mean PSAT NPR 20-29	3	3	2	2	2	1	1
Mean PSAT NPR 10-19	3	2	2	2	1	1	0
Mean PSAT NPR 0-9	2	1	1	1	0	0	0

SAT MATRIX

Mean National Percentile Rank (NPR) for cohort of students assigned							
	Mean PSAT NPR 0-30	Mean PSAT NPR 31-64	Mean PSAT NPR 65-69	Mean PSAT NPR 70-74	Mean PSAT NPR 75-79	Mean PSAT NPR 80-84	Mean PSAT NPR 85-100
Mean SAT NPR 85-100	3	3	3	3	3	3	3
Mean SAT NPR 75-84	3	3	3	3	3	3	2
Mean SAT NPR 60-74	3	3	3	3	3	2	2
Mean SAT NPR 45-59	3	3	3	3	2	2	2
Mean SAT NPR 30-44	3	3	3	2	2	2	1
Mean SAT NPR 20-29	3	3	2	2	2	1	1
Mean SAT NPR 10-19	3	2	2	2	1	1	0
Mean SAT NPR 0-9	2	1	1	1	0	0	0

Notes for PSAT an SAT Matrices:

Students must have generated a score in both categories (FAST/BEST and PSAT for PSAT Matrix and PSAT and SAT for SAT Matrix). Highest historical score will be used to generate the scores. Students who do not have the scores will be removed during the evaluation scoring process.

All matrices are subject to ratification by the bargaining unit and approval by the School Board of the MCSD.

\*Teachers may be categorized into more than one type listed as follows:

## Student Performance

Instructional Type	Grade	Assessment 2025-2026	Notes
Type 1	Pre K ESE	Unique Learning Systems (ULS)  Vizzle	The percent of rostered students that have made growth using the Unique Learning Systems (ULS)  60% or more making growth - Highly Effective 40-59% Effective  20-39%, Needs Improvement  Below 20 %  Unsatisfactory  Teachers and Principals will need to meet and agree on the student roster and the growth target.
Type 2	Grade 2 and Elementary Special Areas (K-2)	STAR EARLY LITERACY or STAR Reading and/or Math	STAR: Median SGP for STAR Math and/or STAR Reading OR Median SGP STAR Early Lit.
Type 2A	Kindergarten and First Grade	STAR EARLY LITERACY or STAR Reading and/or Math	STAR: Median SGP for STAR Math and/or STAR Reading OR Median SGP STAR Early Lit. STAR Early Lit/ STAR Reading will have a standard deviation of 15 SGP points added to their median SGP score for 1st grade. STAR Reading students will have 15 points added to their SGP for Kindergarten to combine with their SGP generated for STAR Early Lit.
Type 3	Grade 4-12 and Elementary Special Areas (4-5), 6-12 non-tested electives and non-tested core courses	FAST Reading and/or Math PSAT for 9,10, SAT for 11-12, 9, 10 ELA	Grades 4-10 Reading and/or Math FAST scale score growth, Grades 9-10 PSAT, Grades 11-12 SAT- See Matrix

Instructional Type	Grade	Assessment 2025-2026	Notes
Type 4	Grade 3 including Elementary Special Areas	FAST Reading and Math	See Matrix
Type 5	Gifted, ELL, ESE Resource, Inclusion	STAR (Reading/Math) (K-2)  FAST  PSAT/SAT	For the purposes of creating a student performance score, a roster will be created locally with the Principal.  Median SGP or FAST scale score growth/PSAT/SAT.  See Matrix
Type 6	Self-Contained ESE	Achievement Learning gains for FAA/FAST in applicable grade levels and courses;  Vizzle, ULS, iStation or Early Literacy/ STAR Reading and/ or Math when FAA/FAST is not available	The percent of rostered students that have made growth (or shown proficiency) using the FAA/FAST or Unique Learning Systems (ULS)/ iStation as required by grade level.  60% or more making growth - Highly Effective 40-59% Effective  20-39%, Needs Improvement  Below 20 % Unsatisfactory  When an FAA/FAST learning gain score is unavailable a proficiency score will be used. Teachers and Principals will need to meet and agree on the student roster, the assessment to be used and the growth target.

Instructional Type	Grade	Assessment 2025-2026	Notes								
Type 7	6-12 <sup>th</sup> Grade Career and Technical Education industry certifications requiring multiple sub-certifications will count percentages when partially completed	Industry Certification, or FAST/PSAT/SAT (Reading, Math or combined) when a student is ineligible to test for the industry certification or during the current school year	% of students eligible to test earning industry certification - 60% or greater - Highly Effective 40-59% - Effective 25 - 39% - Needs Improvement 0 – 24% – Unsatisfactory								
Type 8	6-12 music teachers	Florida School Music Association sanctioned music performance assessment (MPA) results, or FAST/PSAT/SAT	<table border="1" data-bbox="1019 583 1500 789"> <tr> <td>Superior or Excellent</td> <td>HE</td> </tr> <tr> <td>Good</td> <td>E</td> </tr> <tr> <td>Fair</td> <td>NI/D</td> </tr> <tr> <td>Poor</td> <td>U</td> </tr> </table> FAST (Reading, Math or combined) scale score	Superior or Excellent	HE	Good	E	Fair	NI/D	Poor	U
Superior or Excellent	HE										
Good	E										
Fair	NI/D										
Poor	U										
Type 9	School Counselors, Academic Coaches, School Psychologists, Therapists, Speech Pathologists, Athletic Directors, Media Specialists, Staffing Specialists, and Interventionists	Schoolwide Combined ELA or Mathematics score or Districtwide score for employees that serve all schools  Or  Local roster and assessment agreed upon by teacher and principal as stated on IES	Using identified school needs-any agreed upon assessment and associated metric agreed upon herein								

Instructional Type	Grade	Assessment 2025-2026	Notes
Type 10	Adult General Education includes: ABE/GED/ELL/AHS ABE Beginning Literacy ABE Beginning ABE Low Intermediate ABE High Intermediate ASE Low ESL Beginning Literacy ESL Low Beginning ESL High Beginning ESL Low Intermediate ESL High Intermediate ESL Advanced	GED, TABE, CASAS	Literacy Completion Points Increase 5 scale score point increase on CASAS  Percentage of students eligible to test demonstrating scale score growth of 5 pts. or greater 75% or greater - Highly Effective 50 - 74% - Effective 25 - 49% - Needs Improvement 0 – 24 - Unsatisfactory  Note: Basic Ed students must reach 60 hours and ESOL students must have 70 hours of instruction. Attendance is not compulsory and after a student misses 6 consecutive class periods is withdrawn with on one (1) pass per semester.
Type 11	DJJ	Any applicable assessments	Note: The target is the number of the students as a percentage of eligible test takers successfully passing the applicable assessment period. These students are enrolled on an inconsistent basis. Basic Ed students must reach 60 hours and ESOL students must reach 70 hours of instruction.

Type 12	<p>Teachers of:</p> <p>Grade 5 &amp; 8 Science</p> <p>Algebra 1, Algebra 1A, Algebra 1B, Geometry/ Geometry Honors</p> <p>Civics</p> <p>Biology/Biology Honors</p> <p>US History/US History Honors</p> <p>Advanced Placement Courses</p>	Associated State or National Assessment	See Matrices
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**ADDENDUM E: Monroe Virtual Academy**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MONROE COUNTY SCHOOL DISTRICT  
AND THE  
UNITED TEACHERS OF MONROE (UTM)**

The above parties, by the signatures of their respective representatives below, agree this \_\_\_\_\_ day of \_\_\_\_\_, 2014, to modify, set aside and/or replace some provisions of the Teacher Contract between the District School Board of Monroe County and the United Teachers of Monroe as stipulated herein for full-time/part time instructional personnel employed as teachers in the School District's Virtual Academy. Instructional employees (hereinafter referred to as "teachers") selected and assigned to the School District's (hereinafter referred to as "District") Virtual Academy (hereinafter referred to as "School") will enjoy and be subject to all terms and conditions of employment including the salary and benefits provided pursuant to the parties' Teacher Contract between the District School Board of Monroe County and the United Teachers of Monroe except that:

1. Teachers who accept an assignment in a Virtual School must already be employed with the District.
2. Teachers will be responsible for providing grades and other feedback to their students. Teachers are expected to read email, texts, and discussion boards and respond to email, texts or phone calls within 24 hours (excluding weekends). Assignments should be graded within 72 hours of submission.
3. Teachers may agree to instruct/facilitate an online course as part of a regular work schedule. If a virtual course instruction/facilitation is in addition to the standard instructional assignment, teachers shall compensated as an annual additional instructional assignment of \$3,900.00.
4. The ratio of students to teacher shall not exceed 35:1.
5. In lieu of a formal observation, teachers of virtual courses will provide evidence of communication (minimally 2 contacts per week) between student and teacher and samples of student work with evidence of teacher feedback. Teachers in a Virtual School must complete a Professional Growth Plan (PGP) as a part of the evaluation process. The EPIC Committee will develop a modified Charlotte Danielson rubric appropriate for the evaluation of Monroe Virtual Academy teachers.

## HEAD COACH ASSESSMENT PLAN

Sport: \_\_\_\_\_ School Year: \_\_\_\_\_

HIGH SCHOOL: \_\_\_\_\_

Name: \_\_\_\_\_

Code: HE= Highly Effective E= Effective NI= Needs Improvement U= Unsatisfactory

1. Effectiveness of supervision of players HE E NI U  
(Comments) \_\_\_\_\_

2. Disciplinary expectations imposed and enforced HE E NI U  
(Comments) \_\_\_\_\_

3. Coordination of fund-raiser HE E NI U  
(Comments) \_\_\_\_\_

4. Interpersonal communication with players HE E NI U  
(Comments) \_\_\_\_\_

5. Communication with parents HE E NI U  
(Comments) \_\_\_\_\_

6. Communication with Administration HE E NI U  
(Comments) \_\_\_\_\_

7. Inventory maintenance and control HE E NI U  
(Comments) \_\_\_\_\_

8. Sportsmanship of players on and off the field HE E NI U  
(Comments) \_\_\_\_\_

9. Operation of program within the budget HE E NI U  
(Comments) \_\_\_\_\_

10. Effective communication with media HE E NI U  
(Comments) \_\_\_\_\_

SUMMARY EVALUATION HE= Highly [ ] Effective E= Effective [ ] NI= Needs Improvement U= Unacceptable [ ]

ADDITIONAL COMMENTS \_\_\_\_\_

ATHLETIC DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COACH SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINCIPAL SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# INSTRUCTIONAL SALARY SCHEDULE

## 2025-2026

Monroe County School Board  
FY 2025-26 Salary Schedule

### INSTRUCTIONAL

Old	Current	Salary	Old	Current	Salary	Old	Current	Salary	Old	Current	Salary
ILD01	IL-4	\$62,700	ILP01	IL-40	\$73,500	ILBB01	IL-76	\$84,300	ILNN01	IL-112	\$95,100
ILD02	IL-5	\$63,000	ILP02	IL-41	\$73,800	ILBB02	IL-77	\$84,600	ILNN02	IL-113	\$95,400
ILD03	IL-6	\$63,300	ILP03	IL-42	\$74,100	ILBB03	IL-78	\$84,900	ILNN03	IL-114	\$95,700
ILE01	IL-7	\$63,600	ILQ01	IL-43	\$74,400	ILCC01	IL-79	\$85,200	ILOO01	IL-115	\$96,000
ILE02	IL-8	\$63,900	ILQ02	IL-44	\$74,700	ILCC02	IL-80	\$85,500	ILOO02	IL-116	\$96,300
ILE03	IL-9	\$64,200	ILQ03	IL-45	\$75,000	ILCC03	IL-81	\$85,800	ILOO03	IL-117	\$96,600
ILF01	IL-10	\$64,500	ILR01	IL-46	\$75,300	ILDD01	IL-82	\$86,100	ILPP01	IL-118	\$96,900
ILF02	IL-11	\$64,800	ILR02	IL-47	\$75,600	ILDD02	IL-83	\$86,400	ILPP02	IL-119	\$97,200
ILF03	IL-12	\$65,100	ILR03	IL-48	\$75,900	ILDD03	IL-84	\$86,700	ILPP03	IL-120	\$97,500
ILG01	IL-13	\$65,400	ILS01	IL-49	\$76,200	ILEE01	IL-85	\$87,000	ILOO01	IL-121	\$97,800
ILG02	IL-14	\$65,700	ILS02	IL-50	\$76,500	ILEE02	IL-86	\$87,300	ILOO02	IL-122	\$98,100
ILG03	IL-15	\$66,000	ILS03	IL-51	\$76,800	ILEE03	IL-87	\$87,600	ILOO03	IL-123	\$98,400
ILH01	IL-16	\$66,300	ILT01	IL-52	\$77,100	ILFF01	IL-88	\$87,900	ILRR01	IL-124	\$98,700
ILH02	IL-17	\$66,600	ILT02	IL-53	\$77,400	ILFF02	IL-89	\$88,200	ILRR02	IL-125	\$99,000
ILH03	IL-18	\$66,900	ILT03	IL-54	\$77,700	ILFF03	IL-90	\$88,500	ILRR03	IL-126	\$99,300
ILJ01	IL-19	\$67,200	ILU01	IL-55	\$78,000	ILGG01	IL-91	\$88,800	ILSS01	IL-127	\$99,600
ILJ02	IL-20	\$67,500	ILU02	IL-56	\$78,300	ILGG02	IL-92	\$89,100	ILSS02	IL-128	\$99,900
ILJ03	IL-21	\$67,800	ILU03	IL-57	\$78,600	ILGG03	IL-93	\$89,400	ILSS03	IL-129	\$100,200
ILK01	IL-22	\$68,100	ILV01	IL-58	\$78,900	ILHH01	IL-94	\$89,700	ILTT01	IL-130	\$100,500
ILK02	IL-23	\$68,400	ILV02	IL-59	\$79,200	ILHH02	IL-95	\$90,000	ILTT02	IL-131	\$100,800
ILK03	IL-24	\$68,700	ILV03	IL-60	\$79,500	ILHH03	IL-96	\$90,300	ILTT03	IL-132	\$101,100
ILL01	IL-25	\$69,000	ILW01	IL-61	\$79,800	ILII01	IL-97	\$90,600	ILUU01	IL-133	\$101,400
ILL02	IL-26	\$69,300	ILW02	IL-62	\$80,100	ILII02	IL-98	\$90,900	ILUU02	IL-134	\$101,700
ILL03	IL-27	\$69,600	ILW03	IL-63	\$80,400	ILII03	IL-99	\$91,200	ILUU03	IL-135	\$102,000
ILM01	IL-28	\$69,900	ILX01	IL-64	\$80,700	ILJU01	IL-100	\$91,500	ILVV01	IL-136	\$102,300
ILM02	IL-29	\$70,200	ILX02	IL-65	\$81,000	ILJU02	IL-101	\$91,800	ILVV02	IL-137	\$102,600
ILM03	IL-30	\$70,500	ILX03	IL-66	\$81,300	ILJU03	IL-102	\$92,100	ILVV03	IL-138	\$102,900
ILN01	IL-31	\$70,800	ILY01	IL-67	\$81,600	ILKK01	IL-103	\$92,400	ILVW01	IL-139	\$103,200
ILN02	IL-32	\$71,100	ILY02	IL-68	\$81,900	ILKK02	IL-104	\$92,700	ILVW02	IL-140	\$103,500
ILN03	IL-33	\$71,400	ILY03	IL-69	\$82,200	ILKK03	IL-105	\$93,000	ILVW03	IL-141	\$103,800
ILN01	IL-34	\$71,700	ILZ01	IL-70	\$82,500	ILLL01	IL-106	\$93,300	ILXX01	IL-142	\$104,100
ILN02	IL-35	\$72,000	ILZ02	IL-71	\$82,800	ILLL02	IL-107	\$93,600	ILXX02	IL-143	\$104,400
ILN03	IL-36	\$72,300	ILZ03	IL-72	\$83,100	ILLL03	IL-108	\$93,900	ILXX03	IL-144	\$104,700
ILO01	IL-37	\$72,600	ILAA01	IL-73	\$83,400	ILMM01	IL-109	\$94,200			
ILO02	IL-38	\$72,900	ILAA02	IL-74	\$83,700	ILMM02	IL-110	\$94,500			
ILO03	IL-39	\$73,200	ILAA03	IL-75	\$84,000	ILMM03	IL-111	\$94,800			

All teachers hired on or after July 1, 2011 will receive an advanced degree supplement provided the teacher's advanced degree is in the teacher's area of certification. [Per F.S. 1012.22(1)(c)3.] Any teacher hired prior to July 1, 2011 will receive an

2025-26	Title*	Masters	Specialist	Doctorate	OT	Psych.
Level/inc.	ILD01/IL-4 thru ILM02/IL-32	\$1,800	\$4,200	\$5,100	\$5,400	\$10,000
Level/inc.	ILM03/IL-33 thru ILP03/IL-42	\$2,700	\$4,200	\$5,100	\$5,400	\$10,000
Level/inc.	ILQ01/IL-43 thru ILX03/IL-66	\$3,900	\$4,800	\$5,700	\$5,400	\$10,000
Level/inc.	ILY01/IL-67 thru ILXX03/IL-144	\$4,200	\$5,400	\$6,300	\$5,400	\$10,000

### 2025-26

All teachers at Title I eligible or served schools (>40% FRL)  
All teachers at Transition schools (30-39.99% FRL)

\$500  
\$250

## SALARY SCHEDULE 2025-2026

### Salary Schedule Supplements:

All teachers hired on or after July 1, 2011 will receive an advanced degree supplement provided the teacher's advanced degree is in the teacher's area of certification. [Per F.S. 1012.22(1)(c)3.] Any teacher hired prior to July 1, 2011 will receive an advanced degree supplement provided the teacher holds an advanced degree.

2025-2026	<u>Title I*</u>	<u>Masters</u>	<u>Specialist</u>	<u>Doctorate</u>	<u>OT</u>	<u>Psych.</u>
Level/Inc. D1-M2	\$500	\$1,800	\$4,200	\$5,100	\$5,400	\$10,000
Level/Inc. M3-P3	\$500	\$2,700	\$4,200	\$5,100	\$5,400	\$10,000
Level/Inc. Q1-X3	\$500	\$3,900	\$4,800	\$5,700	\$5,400	\$10,000
Level/Inc. Y1-QQ3	\$500	\$4,200	\$5,400	\$6,300	\$5,400	\$10,000

### 2025-2026

All teachers at Title I eligible or served schools (>40% FRL)	\$500
All teachers at Transition schools (30-39.99% FRL)	\$250

Notwithstanding language as found under Salary Schedule Advancement, beginning with the 2016-2017 and 2017-2018 school years all teachers eligible for salary schedule level movement shall advance one level on the salary schedule, with the exception of teachers paid on the Performance Salary Schedule with an annual summative evaluation rating of Highly Effective, who shall move one and two thirds (1 2/3) levels.

### Highly Effective Grandfathered Salary Schedule Supplement

For the 2025-2026 school year, a teacher paid on the Grandfathered Salary Schedule who receives an annual summative evaluation rating of Highly Effective, that teacher shall not receive an additional supplement in the amount of \$300. Highly Effective Grandfathered Salary Schedule Supplements are cumulative. Once received, supplement amounts shall continue for each year the teacher is employed by the MCSD.

For the 2025-2026 school year any monies paid a teacher under the Highly Effective Grandfathered Salary Schedule Supplement shall be utilized for purposes of calculating advancement between tiers for advanced degree supplements, regardless of the teacher's actual level placement on the Grandfathered Salary Schedule. If a teacher received Highly Effective Grandfathered Salary Schedule Supplement monies, which, had those monies been salary dollars as compared to supplement dollars, would have placed that teacher on a level on the salary schedule where the advanced degree supplement amount would have increased, then that teacher shall automatically receive the higher level of advanced degree supplement, just as if level movement had occurred on the salary schedule.

### Initial Salary Schedule Placement:

New hires to the MCSD in 2025-2026 will receive only the \$600 salary increase for placement on the new salary schedule and are not entitled to additional movement. Placement shall be based on all verified years of teaching experience.

As of July 1, 2015, all years of verified traditional public school or accredited private school teaching

experience (in-state or out-of-state) will be recognized by MCSD for initial placement on the salary schedule for new teachers hired within the system. Initial placement will occur in the following manner: the first ten (10) years of experience will be credited by granting one full level (3 increments) for each year of verified experience; each year thereafter will be credited by granting two-thirds of a level (2 increments) per year of verified experience. The salary of the new hire will be changed on the regular pay date following verification of the teaching experience. Teaching experience must be verified within ninety (90) days from the date of hire. Critical needs exceptions for higher placement on the schedule shall be reviewed and agreed upon annually by the Superintendent and UTM president.

**Salary Schedule Advancement:**

Following initial placement, teachers shall move on the salary schedule in accordance with the following stipulated provisions:

- 1) A teacher being paid on the grandfathered portion of the Salary Schedule receiving a satisfactory annual summative evaluation rating shall move three increments on the schedule for each school year in which the satisfactory rating is received. A teacher being paid on the grandfathered portion receiving an annual summative evaluation rating of Highly Effective shall move (1) additional increment for each school year in which the Highly Effective rating is received. No level movement shall occur for a rating that is less than satisfactory.
- 2) A teacher being paid performance pay on the Salary Schedule receiving an annual summative evaluation rating of Effective shall move three increments for each school year in which the Effective rating is received. A teacher being paid performance pay receiving an annual summative evaluation rating of Highly Effective shall move two (2) additional increments for each school year in which the Highly Effective rating is received. No level movement shall occur for an annual summative evaluation rating that is Needs Improvement or Unsatisfactory.
- 3) If a teacher has previously been denied salary schedule level movement due to an annual summative evaluation rating score, movement equal to one (1) full level shall be reinstated provided the teacher has received two consecutive annual summative evaluation ratings of Effective or higher.

Each full level on the salary schedule is fractionalized into thirds. Each increment is one-third (1/3) of a full level. Movement of one (1) full level on the schedule requires moving three (3) increments or three (3) thirds.

**Teacher Compensation Package**

Dollar amount added to the base on the new salary schedule	\$600.00
<b>All Teachers Rated as Effective</b> (movement of 3 increments on new salary schedule)	Total increase of \$1,500.00
<b>All PSC/CC Teachers Rated as Highly Effective</b> (movement of 4 increments on new salary schedule)	Total increase of \$1,800.00
<b>All Annual Contract Teachers Rated as Highly Effective</b> (movement of 5 increments on new salary schedule)	Total increase of \$2,100.00
<b>Years of Continuous Service</b>	<b>Annual Longevity Award</b>
5 - 9	\$400.00
10-14 (additional \$500 for total of \$900)	\$900.00
15-19 (additional \$500 for total of \$1400)	\$1,400.00
20-24 (additional \$500 for total of \$1900)	\$1,900.00
25-29 (additional \$500 for total of \$2400)	\$2,400.00
30+ (additional \$500 for total of \$2900)	\$2,900.00

## PERMANENT SUBSTITUTES

Permanent Substitute pay shall be half of the beginning teachers' salary

**DISTRICT SCHOOL BOARD OF MONROE COUNTY**  
**SALARY SCHEDULE**  
**2025-2026**  
**PERMANENT SUBSTITUTES (PS)**

Current	New	Experience	New Schedule
OP000	PS-1	0	\$35,600
OP001	PS-2	1	\$36,500
OP002	PS-3	2	\$37,400
OP003	PS-4	3	\$38,300
OP004	PS-5	4	\$39,200
OP005	PS-6	5	\$40,100
OP006	PS-7	6	\$41,000

### SUMMER/ ADULT PROGRAMS HOURLY RATES

Instructors teaching in Summer School and Adult Education Programs will receive their regular hourly rate up to \$40 per hour. Hourly rate is determined by taking annual salary and dividing by 1,470 hours (196 days X 7.5 per day). Those instructors whose hourly rate exceeds \$40 per hour will be paid a maximum of \$40 per hour.

Summer School Employment is for 170 hours of work, which includes at least 150 hours of instructional contact time with students and a maximum of 20 hours of planning and student supervision at the school site.

The operation of a summer school program for less than 150/170 hours must have the written approval of the Superintendent. A school(s) may operate its summer school program for less than 150/170 hours with the prior approval of the Superintendent. However, whatever reduction takes place in the 150/170 hours will result in a proportionate reduction in the salary earned by the summer school instructors.

Current day school instructional employees assigned to the adult program on a full time basis shall remain on the teacher salary schedule provided their normal workweek is 37.5 hours. Current instructional employees teaching part-time in the adult program in an after hours capacity shall be paid according to the above schedule. No employee currently working in the district at the time of this agreement shall be adversely affected by the new salary schedule and shall be placed on the schedule at the step where they will receive the same or greater salary.

Employees performing instructional duties in the adult education program under a special licensure shall be paid as a Bachelor's Degree Employee. Years of experience in the field of special licensure shall be granted provided that they are verifiable. No employee currently working in the district at the time of this agreement shall be adversely affected by the new salary schedule and shall be placed on the schedule at the step where they will receive the same or greater salary.

Hourly rates for the Summer Recreation program funded by the Ocean Reef Foundation are covered by a separate Memorandum of Understanding which is incorporated by reference to this salary schedule (see next page).

**Memorandum of Understanding  
between the United Teachers of Monroe  
and the Monroe County School District  
2017-2018 Key Largo School Summer Recreation Program**

Whereas, the United Teachers of Monroe and the Monroe County School District have been engaged in on-going negotiations of a Collective Bargaining Agreement/Teacher Contract for July 1, 2017 through June 30, 2018;

Whereas, The Ocean Reef Community Foundation and the Keys Children's Foundation have been funding Key Largo School's Summer Recreation program for the past several years. The program is designed and presented as a high-quality recreation program offering academic enrichment and recreation activities through STEM, Math, Reading, Science, Social Studies, Arts/Crafts, and Physical Education. The funding that Key Largo School receives allows Key Largo School to accommodate up to 200 Upper Keys students grades K-8 at no cost for families.

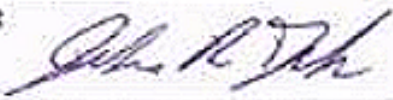
It is hereby agreed that currently there is not a pay scale for such a program in the teachers' contract. Therefore, the salary schedule below shall be used for the Key Largo School Summer Recreation Program.

Position	1-5 years	6-10 years	10 +	
Director	\$30	\$30	\$30	
Teacher	\$25	\$27	\$29	
Para-Pro	\$15	\$17	\$19	
College	\$12			
High School	\$10			

For the District:

  
Mr. Mark T. Porter, Superintendent

9/26/2017  
Date

  
Mr. John Dick, Chairman of the Board

9/26/2017  
Date

For the United Teachers of Monroe:

  
Ms. Holly Hummell-Gorman, President

9/26/2017  
Date

  
Mrs. Kim Lowell, Vice President

9/26/2017  
Date

DISTRICT SCHOOL BOARD OF MONROE COUNTY

SALARY SCHEDULE

2025-2026

INSTRUCTIONAL LEADERSHIP SUPPLEMENTS

<ul style="list-style-type: none"> <li>• Senior High School Department Heads</li> <li>• Elementary-Middle School Team Leaders* (*Two or More Grade Levels or Special Areas or Programs)</li> </ul>	<p>10 months</p>	<p>Base Pay established by Certificate as per Instructional Salary Schedule .....PLUS (yearly)</p>	<p>3045.00</p>
<ul style="list-style-type: none"> <li>• Middle School Department Heads* (*Minimum of 4 full-time teachers in each subject required)</li> <li>• Elementary-Middle School Grade Level Chairman* (*One grade level)</li> <li>• Other teacher leaders* (*Not otherwise listed on the Instructional Leadership Supplements)</li> </ul>	<p>10 months</p>	<p>Base Pay established by Certificate as per Instructional Salary Schedule .....PLUS (yearly)</p>	<p>1522.50</p>

Limitations on Team Leaders-Department Heads and Grade Level Chairmen:

1. A school may not expend more than the value of Team Leader supplements as allocated based on projected student enrollment (K-12) as follows;
  - 0-600 students = 6
  - Over 600 to 800 = 7
  - Over 800 to 950 = 8
  - Over 950 = 9
  - Each school shall receive two (2) additional Team Leader supplements to be assigned by the Building Level Planning Team based on identified school/student needs and as determined by a majority vote of the BLPT. The intended purpose of this additional allocation is not to modify the established structure of the BLPT, but rather to create additional teacher leader opportunities to meet school/student needs.
2. The District Exceptional Child Program is limited to 4 Team Leader Supplements for the employment of special area teachers as Team Leaders.
3. Any School planning team composed of Team Leaders and/or Grade Level Chairmen may choose to divide the compensation limits among all teacher team members as a percentage of each leadership title. The decision to do so must be unanimous among the team members affected by the decision.

<b>Additional Instructional Assignment - MS and HS:</b>	<b>\$4200.00</b> Yearly
<b>Before/After School/ Title One Activity Instructor</b> (Teachers who voluntarily agree to instruct in the after-school activity program)	
Academic Tutoring Activities	<b>\$40.00</b> Hour
Non-Academic Activities	<b>\$20.00</b> Hour
<b>Community School Managers - 10 months</b>	<b>\$362.25</b> Monthly
<b>Data Coaches</b> Duties of Data Coaches vary based on size of school.	0-600 students = \$1,863.75 Over 600 to 800 = \$1,995.00 Over 800 to 950 = \$2047.50 Over 950 = \$2126.25
<b>Diagnostic Prescription Writer</b> 10 Months Base Pay established by Certificate	<b>PLUS \$78.75</b> Monthly
<b>District Wide Teacher Leaders</b>	<b>PLUS \$1,863.75</b> Yearly
<b>EPIC (Educational Performance Incentive Compensation)</b>	<b>\$2,625.00</b> yearly
<b>Extra Duties Supplement:</b> Extra duties, which are not covered by other supplemental positions on the schedule of annual supplements, may be supplemented as an extra duty supplement. The supplement shall be paid only to teachers who volunteer to perform extra duties as part of their assignment. Teachers will be paid \$25 per hour for extra duties as agreed upon by the teacher and the principal. A description of the duties and anticipated number of hours will be set prior to the beginning of the extra duty.	<b>\$26.25 per hour</b>
<b>GED Exit Option Program</b> (Teachers who voluntarily agree to participate in the Dropout prevention tutorial program before or after School for additional instructional time.) ***A Pro-rated amount may be paid based on amount of time.	<b>\$2,493.75</b> Per 50 Minute Instructional Period
<b>Grade Book Manager</b> Duties for grade book managers vary based on size of school.	0-600 students = \$1,863.75 Over 600 to 800 = \$1,995.00 Over 800 to 950 = \$2047.50  Over 950 = \$2126.25
<b>Hospital/Homebound Teacher</b>	<b>\$42.00 per hour</b>
<b>Mentor Teacher</b> Assigned as provided for in Article XVII of the teacher contract	<b>\$1,627.50</b> Yearly
<b>National Board For Professional Teaching Standards</b> Designated by UTM President	<b>\$2152.50</b> Yearly
<b>New/Beginning Teacher Induction Program Team Member</b> Appointed by UTM President	<b>\$3,255.00</b> Yearly

<b>Peer Teacher</b> Assigned as provided for in Article XVII of the teacher contract.	<b>PLUS \$813.75 Yearly</b>
<b>Planning Team Members at Large</b> Does not apply when teachers are receiving a supplement that includes this duty.	<b>PLUS \$1522.50 Yearly</b>
<b>Positive Behavior Support (PBS)</b>	<b>\$2,178.75 Yearly</b>
<b>Professional Learning Contact</b> Duties of PL Contacts vary based on size of school.	0-600 students = \$ 1,863.75 Over 600 to 800 = \$1,995.00 Over 800 to 950 = \$2047.50  Over 950 = \$2,126.75
<b>RTI/MTSS Coordination (may be sub-divided)</b>  <b>Available to classroom teachers if not otherwise compensated (e.g. release time)</b>	<b>\$4095.00 annually</b>
<b>School Based Teacher Leaders</b>	<b>PLUS \$1,863.75 Yearly</b>
<b>Social Media Contact/Manager</b>	<b>\$1,233.75 Yearly</b>
<b>Speech Pathologist</b> includes Medicaid reimbursement paperwork Base Pay established by Certificate	<b>PLUS \$3,150.00 Yearly</b>
<b>Technology Support Teacher</b> May be paid to support personnel under certain conditions. Base Pay established by Certificate	<b>PLUS \$241.50 Monthly</b>
<b>Visiting Teacher</b> 10 Months Base Pay established by Certificate	<b>PLUS \$52.50 Monthly</b>
<b>Webmaster</b>	<b>\$1,233.75 Yearly</b>
<b>ESE Teachers with Self-Contained Classrooms</b>	<b>\$1575.00 Annually</b>

**DISTRICT SCHOOL BOARD OF MONROE COUNTY**  
**AWARDS AND INCENTIVES**

INCENTIVE PAYMENT FOR ATTENDANCE (First Semester)	\$500.00
INCENTIVE PAYMENT FOR ATTENDANCE (Second Semester)	\$750.00
<b>EMPLOYEE RECOGNITION PROGRAM</b>	
Teachers of the Year (10 Employees)	\$500.00
District Teacher of the Year	\$1000.00
First Year Teacher (10 Employees)	\$100.00
School Inclusion Teacher (10 Employees)	\$100.00
Student Services Employee of the Year (1 Employee)	\$250.00
District Inclusion Teacher	\$250.00
Outstanding Assistant Principal of the Year (1 Employee)	\$250.00
Outstanding Principal of the Year (1 Employee)	\$250.00
Outstanding Management/Instructional Employee	\$250.00
Clerical/Office Group (1 Employee)	\$250.00
Transportation Group (1 Employee)	\$250.00
Food Service Group (1 Employee)	\$250.00
Maintenance Group (1 Employee)	\$250.00
Teacher Support Group (1 Employee)	\$250.00
District School-Related Employee-of-the Year	\$500.00

An employee who uses no more than two (2) days of sick leave or personal leave with pay during the first 90 student days of the regular school year shall receive a \$500 incentive payable on January 30th. An employee who uses no more than two (2) days of sick leave day or personal leave day with pay during the last 90 student days of the regular school year shall receive a \$750 incentive payable on June 30. The District payroll department shall compile the list of qualifying SRPs within 15 working days of the end of each semester. Personal leave days taken when approved for religious purposes or jury duty shall be an exception to the provisions of this Section. A record of such incentive payments shall be forwarded to the UTM President upon request

**DISTRICT SCHOOL BOARD OF MONROE COUNTY  
SALARY SCHEDULE  
2025-2026**

**PART-TIME  
INSTRUCTIONAL POSITIONS**

Part-time instructors shall be paid according to the hourly rate on the Summer/Adult Ed salary schedule.

**DISTRICT SCHOOL BOARD OF MONROE COUNTY  
SALARY SCHEDULE  
2025-2026  
STIPENDS**

Stipends- (Institutes/Workshops)

DOE or Grant Funded Institutes or Workshops\_\_\_\_\_minimum \$100/per day  
(Institutes must meet the total hourly requirements determined by the DOE or Grant> the daily schedule shall not exceed 7.5 hours, which includes an unpaid lunch period of 1.5 hours)

District Funded Institutes or Workshops\_\_\_\_\_minimum \$100/per day  
(The daily schedule shall not exceed 7.5 hours, which includes an unpaid lunch period of 1.5 hours) or  
(Workshops 5 hours per day or less shall include a 20-minute break)

**PART-TIME INSTRUCTORS**

Instructional, Administrative and Support Staff\_\_\_\_\_ \$25 per hour  
(Must be approved in advance by appropriate Executive Director, C&I)

**DISTRICT SCHOOL BOARD OF MONROE COUNTY**  
**SALARY SCHEDULE**  
2025-2026

**Substitute Teacher and Emergency Teacher Salary Schedule**

**PAY GRADE ST**

**SUBSTITUTE TEACHERS**

Salary Slot		Daily Rate						
		01	02	03	04	05	06	07
Grade	Step	HS Diploma + 464 on ETS Parapro Passing CLAST Scores	AA/AS or 60+ Semester Hours	Bachelor's Degree	Master's Degree	Doctorate Degree	Retired MCSD Instructional Personnel	Education Specific Degree
ST	1	\$100.00	\$105.50	\$110.00	\$116.05	\$126.60	\$210.00	\$200.00
ST	2	\$125.00	\$130.50	\$135.00	\$141.05	\$151.60	\$210.00	\$200.00
ST	3	\$150.00	\$155.50	\$160.00	\$166.05	\$176.60	\$210.00	\$200.00
ST	4	\$175.00	\$180.50	\$185.00	\$191.05	\$201.60	\$210.00	\$200.00

Regular teachers who substitute during their assigned planning period in the secondary schools may be paid \$40.00 an hour for providing this service.

**PAY GRADE ET**

**EMERGENCY TEACHER**

Salary Slot		Annual Salary
Grade	Step	
ET	1	Level D Increment 1 Instructional Salary Schedule

**District School Board of Monroe County**  
**Schedule of Annual Supplements for Athletics-Music-Activities**  
**for 2025-2026- effective July 1, 2025**

	<b>High School</b>	<b>Middle/K-8</b>	<b>Elementary</b>
Academic Challenge Coaches (Limited to 3 District Wide)	\$1,627.50 if team goes to state: + \$866.25	\$918.75	\$918.75
Assistant Varsity & JV Coaches	\$1,627.50	\$918.75	\$918.75
Athletic Business Manager	\$4068.75		
Athletic Director	\$4,935.00	\$1,785.00	
Athletic Trainer	\$3,570.00		
AVID Site Coordinator (National Demonstration School or Site of Distinction)	\$1,233.75	\$1,233.75	\$1,233.75
Band Master	\$4,121.25	\$2,572.50	
Choral Director	\$3,045.00		
Class Sponsor (Freshman/Sophomore)	\$1,023.75	\$1,023.75 (8 <sup>th</sup> only)	
Class Sponsor (Junior)	\$1,076.25		
Class Sponsor (Senior)	\$2,152.50		
Color Guard Coach	\$2,782.50		
Dance Team Director	\$2,782.50	\$918.75	\$918.75
District Academic Challenge Coaches	\$1,627.50		
Drama Coach (per production – limit of 2)	\$1,627.50	\$708.75	\$708.75
Florida Future Educators of America (FFEA)	\$1076.25	\$1076.25	\$1076.25
Head Football Coach	\$4,698.75		
Head JV Coaches	\$2,178.75		
Major Clubs approved by Principal	\$1076.25	*\$918.75	**\$918.75
Marching Band	\$2625.00		
Mock Trial Sponsor	\$1,627.50		
Mock Trial Sponsor (Districtwide)	\$1,627.50		
National Honor Society Sponsor	\$1076.25	\$708.75	
Newspaper Sponsor (with class)	\$1,627.50	\$918.75	
Other Head Varsity Coaches	\$4,200.00	\$1,627.50	\$1,627.50
Saturday School	\$3,806.25	\$708.75	\$708.75
Science Fair Coordinator	\$708.75		
Special Olympics/Project Unify District Coordinator	\$1,627.50		
Special Olympics/Project Unify Advisor (One Per School)	\$1076.25		
Special Olympics/Project Unify Coach Per Sport	\$708.75	\$708.75	\$708.75
Spring Football Practice	\$1,627.50		
Student Activity Director	\$2,703.75		
Student Council Sponsor	\$1076.25	\$708.75	\$708.75
Testing Coordinator	\$1,575.00	K-8 and 6-12 \$1,050.00	\$787.50

Weight Training/Conditioning (Aug-December)	\$1,627.50		
Weight Training/Conditioning (January-May)	\$1,627.50		
Weight Training/Conditioning (June-July)	\$708.75		
Yearbook Sponsor High School (with class)	\$1,627.50	\$945.00	\$945.00
Yearbook Sponsor Elem/MS (without class)	\$2,050.00	\$1076.25	\$1076.25

- All supplements shall be paid to qualified instructional staff unless no qualified instructional staff applies for the position.
- Coaches are limited to receiving no more than two athletic supplements with the exception of spring practice or weight training unless authorized by the superintendent.
- Authorized sports for High School Athletics: Football, Baseball, Basketball, Soccer, Softball, Lacrosse, Track, Cross Country, Golf, Tennis, Swimming, Volleyball, Wrestling, Weightlifting (see Article XXXII for limits on the number of coaches)
- Authorized sports for Middle School/K-8: Athletic Director, Baseball, Basketball, Cheerleading, Cross Country, Football, Soccer, Softball, Track, Volleyball (see Article XXXII for limits on the number of coaches)
- Authorized sports for elementary school: Cheerleading

^ Funded by school internal funds or day care proceeds

\*Maximum of two

\*\*Maximum of one

Teacher Instructional Personnel Feedback Form C

Teacher: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:
Areas for Improvement Observed

**Danielson Indicators:**

Unsatisfactory-0

Needs Improvement-1

Effective-2

Highly Effective-3

Not Observed-NO

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
1a	2a	3a	4a
1b	2b	3b	4b
1c	2c	3c	4c
1d	2d	3d	4d
1e	2e	3e	4e

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

Counselors Instructional Personnel Feedback Form C

Counselor: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:

Areas for Improvement Observed

**Danielson Indicators:**

Unsatisfactory-0

Needs Improvement-1

Effective-2

Highly Effective-3

Not Observed-NO

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
<b>1a</b>	<b>2a</b>	<b>3a</b>	<b>4a</b>
<b>1b</b>	<b>2b</b>	<b>3b</b>	<b>4b</b>
<b>1c</b>	<b>2c</b>	<b>3c</b>	<b>4c</b>
<b>1d</b>	<b>2d</b>	<b>3d</b>	<b>4d</b>
<b>1e</b>	<b>2e</b>	<b>3e</b>	<b>4e</b>
<b>1f</b>			<b>1f</b>

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

Therapists Instructional Personnel Feedback Form C

Therapist: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:
Areas for Improvement Observed

**Danielson Indicators:**

Unsatisfactory-0

Needs Improvement-1

Effective-2

Highly Effective-3

Not Observed-NO

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
<b>1a</b>	<b>2a</b>	<b>3a</b>	<b>4a</b>
<b>1b</b>	<b>2b</b>	<b>3b</b>	<b>4b</b>
<b>1c</b>	<b>2c</b>	<b>3c</b>	<b>4c</b>
<b>1d</b>	<b>2d</b>	<b>3d</b>	<b>4d</b>
<b>1e</b>	<b>2e</b>	<b>3e</b>	<b>4e</b>
<b>1f</b>			<b>1f</b>

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

Media Specialists Instructional Personnel Feedback Form C

Media Specialist: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:
Areas for Improvement Observed

**Danielson Indicators:**

Unsatisfactory-0

Needs Improvement-1

Effective-2

Highly Effective-3

Not Observed-NO

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
<b>1a</b>	<b>2a</b>	<b>3a</b>	<b>4a</b>
<b>1b</b>	<b>2b</b>	<b>3b</b>	<b>4b</b>
<b>1c</b>	<b>2c</b>	<b>3c</b>	<b>4c</b>
<b>1d</b>	<b>2d</b>	<b>3d</b>	<b>4d</b>
<b>1e</b>	<b>2e</b>	<b>3e</b>	<b>4e</b>
<b>1f</b>			<b>1f</b>

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

Psychologists Instructional Personnel Feedback Form C

School Psychologist: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:
Areas for Improvement Observed

**Danielson Indicators:**

**Unsatisfactory-0      Needs Improvement-1      Effective-2      Highly Effective-3**  
**Not Observed-NO**

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
<b>1a</b>	<b>2a</b>	<b>3a</b>	<b>4a</b>
<b>1b</b>	<b>2b</b>	<b>3b</b>	<b>4b</b>
<b>1c</b>	<b>2c</b>	<b>3c</b>	<b>4c</b>
<b>1d</b>	<b>2d</b>	<b>3d</b>	<b>4d</b>
<b>1e</b>	<b>2e</b>	<b>3e</b>	<b>4e</b>
<b>1f</b>			<b>1f</b>

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

Teacher on Special Assignment Instructional Personnel Feedback Form C

Teacher: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date Feedback Given: \_\_\_\_\_

Areas of Strength Observed:
Areas for Improvement Observed

**Danielson Indicators:**

Unsatisfactory-0

Needs Improvement-1

Effective-2

Highly Effective-3

Not Observed-NO

DOMAIN 1	DOMAIN 2	DOMAIN 3	DOMAIN 4
<b>1a</b>	<b>2a</b>	<b>3a</b>	<b>4a</b>
<b>1b</b>	<b>2b</b>	<b>3b</b>	<b>4b</b>
<b>1c</b>	<b>2c</b>	<b>3c</b>	<b>4c</b>
<b>1d</b>	<b>2d</b>	<b>3d</b>	<b>4d</b>
<b>1e</b>	<b>2e</b>	<b>3e</b>	<b>4e</b>
<b>1f</b>			<b>1f</b>

This feedback contributes to, but does not fully represent the final evaluation.

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Person Observed

\_\_\_\_\_  
Date

# Monroe County School District Professional Growth Plan- Classroom Teacher or Teacher Needing Assistance

School Year:			
Teacher:	Position/Subject Area:	School:	

### A. Identification of Area(s) of Focus

Which of the following will be used to identify area of focus?

- Review of student data
- Collaboration with principal/supervisor
- Past year's summative evaluation: check one being targeted on this for:  Domain 1 – Planning and Preparation;  Domain 2 – The Learning Environment;  Domain 3 – Delivery of Service;  Domain 4 – Professional Responsibilities

**What student data will be used to guide the development of the professional learning goals?** (e.g., Performance Matters, FAIR, EOC's, Unit Tests, Student Portfolios, etc. )

**Write a measurable goal to indicate expected improvement in student achievement.** (This is a SMART\* goal that aligns with the School Improvement Plan- see the final page of this document for a complete explanation of SMART goals).

Check Domain(s) of Focus:

- Domain 1 – Planning and Preparation
- Domain 2 – The Classroom Environment
- Domain 3 – Instruction
- Domain 4 – Professional Responsibilities

*(First Year implementation will consist of Domains 1 & 3 only)*

- Teachers on Individual Growth Plans must select one component that the teacher has identified as having the greatest potential for increasing student learning.
- Teachers needing assistance must select a power component.
- Power Components are in bold and shaded.**

	1a	1b	<b>1c</b>	1d	1e	1f
	2a	<b>2b</b>	2c	2d	2e	
	3a	3b	<b>3c</b>	3d	3e	3f
	<b>4a</b>	4b	4c	4d	4e	4f

### B. Development of Professional Learning Goals

Professional Learning Goal(s) <i>What goals will enable me to strengthen my practice?</i>	Professional Learning Activities/Actions <i>What activities/actions will help me attain my goals?</i>
Goal 1:	
Goal 2:	

Approval to Proceed with Growth Plan \_\_\_\_\_

### C. Ongoing Monitoring and Review

*The Professional Growth Plan shall be reviewed at every post conference meeting.*

Evidence to support progress:

Plan Modifications: (if needed)

Monitored and Reviewed by \_\_\_\_\_

Date(s) \_\_\_\_\_

### D. Professional Growth Plan End-of-Year Review

Evidence and artifacts that support that the professional learning goals were met:

*(Examples of things to reflect upon when completing this section: (1) What patterns, insights, and new understandings did you uncover through this process? (2) What meaning do these patterns, insights, and new understanding have for your practice? (3) What have you learned that has impacted your practice?)*

**Student Performance Outcomes:** *(Student data reported in this section is not calculated in the overall rating of the Professional Growth Plan. It is to be used for discussion purposes only.)*

## E. Professional Growth Plan End-of-Year Review

Overall rating for Professional Growth Plan \_\_\_\_\_

Rating Rubric for Professional Growth Plan	
<b>3</b> <b>Highly Effective</b>	<p>The Professional Growth Plan demonstrated a direct correlation to needs indicated by student learning data and the educator's previous performance rating, credentials and/or self-inventory. Strategies were specific, fully developed and focused on improving or changing professional practice for the purposes of improved student learning. The educator reviewed his/her plan during the school year, and readily adjusted the plan when ongoing evidence indicated the need. The educator not only completed all activities identified in growth plan but identified strategies and resulting evidence that ultimately improved or changed the educator's practice in an effort to improve student learning. The educator's reflection provided extensive and thorough evidence of why the educator implemented those strategies and how and why the chosen strategies improved or changed his/her practice. In the course of implementing the plan, the educator collaborated with other educators in a deliberate and meaningful way. Results of the plan were effectively shared with the wider school community (groups such as vertical teams, PLCs, lesson study, multiple grade levels and/or departments, whole school, or beyond) and impacted the practice of others as demonstrated by required follow-up (e.g., minutes, reflection sheets, lesson planning usage, classroom artifacts, developed documents).</p>
<b>2</b> <b>Effective</b>	<p>The Professional Growth Plan demonstrated a direct correlation to needs indicated by student learning data and the educator's previous performance rating, credentials and/or self-inventory. Strategies were specific, well-developed and focused on improving or changing professional practice for the purposes of improved student learning. The educator reviewed his/her plan during the school year and, if necessary, made adjustments to the plan. The educator completed all activities identified in growth plan and produced evidence that identified strategies were implemented in the classroom. The educator's reflection made adequate connections between student data and the strategies the educator chose to implement. In the course of implementing the plan, the educator collaborated with other educators in a meaningful way. Results of the plan were shared with departments or grade levels.</p>
<b>1</b> <b>Developing/Needs Improvement</b>	<p>The Professional Growth Plan demonstrated some correlation to needs indicated by student learning data and the educator's previous performance rating, credentials and/or self-inventory. Strategies were loosely focused on improving or changing professional practice for the purposes of improved student learning. The educator reviewed his/her plan during the school year but made few or no adjustments to the plan unless suggested by the evaluator. The educator's reflection demonstrated that he/she completed most, or all activities identified in the growth plan, but provided limited evidence of implementation or how it improved or changed his/her practice. The educator's attempts to collaborate with others were not deliberate and contributed little to the evidence. Results of the plan were minimally shared with others.</p>
<b>0</b> <b>Unsatisfactory</b>	<p>The Professional Growth Plan did not directly correlate to needs indicated by student learning data and the educator's previous performance rating, credentials and/or inventory. Strategies were not clear or did not specifically focus on improving or changing professional practice for the purposes of improved student learning. The educator reviewed his/her plan during the school year but did not recognize or accept the need to make adjustments to the plan. The educator's reflection (if one exists) provided little evidence that the strategies were implemented or how those strategies improved or changed his/her practice. There was minimal or no evidence to support the plan. The educator did not collaborate with others in a meaningful way. Results of the plan were not shared with others.</p>

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

# SMART Goal Definition and Examples

\* **SMART** is an acronym for:

**Specific** – your goal should have its expected outcome stated as simply, concisely and explicitly as possible. This answers questions such as; how much, for whom, for what?

**Measurable** – a measurable goal has an outcome that can be assessed and/or measured in some way.

**Attainable** – an attainable goal has an outcome that is realistic given the current situation, resources and time available. Goal achievement may be more of a “stretch” if the outcome is tough or there is a weak starting position.

**Results-Oriented & Relevant** – a results-oriented and relevant goal helps maintain focus on the mission or the “bigger picture.”

**Time-bound** – a time-bound goal includes realistic timeframes. Our timeframes are imposed as an instructional year. Because of this, carefully consider what is attainable within this timeframe.

## Examples of SMART Goals

1. Every student will show evidence of growth in math number ordering.

**SMART Goal** = Numeration – (greater than/less than, equal to)

During the 2011-12 school year, all students will improve their numeration skills in ordering numbers using the appropriate math symbol measured by an increase of 15 points on the unit test for Big Idea 1 - Develop an understanding of base-ten numerations system and place-value concepts.

2. Reduce levels of non-proficient students by 10% in solving word problems

**SMART Goal**= Math Problem solving (Numbers & Operations)

During the 2011-12 school year, non-proficient students (as indicated by a unit test for MA.7.5.2 non-routine problem solving) at Sample School will improve non-routine problem-solving skills by 5% as measured by an increase in the percentage of students scoring at mastery on the midterm and/or course final.

3. Students will show growth in Vocabulary as measured by FAIR.

**SMART Goal**= Vocabulary

During the 2011-12 school year, non-proficient students (as indicated by the FAIR vocabulary subtest) at Sample School will improve their vocabulary skills by 5% as measured by an increase in the percentage of students scoring at or above grade-level on the FAIR vocabulary assessments given in AP1 and AP3.

4. Students will comprehend grade level text.

**SMART Goal**= Reading Comprehension- Literary Analysis – Fiction/Nonfiction

During the 2011-12 school year, non-proficient students (as indicated by the Performance Matters Progress Monitoring Tool) at Sample School will improve their ability to analyze character development by 5% as measured by an increase in the percentage of students scoring at or above “proficient” on Progress Monitoring for Benchmark LA.8.2.1.2.

<b>School Year:</b>		<b>Grade Level(s):</b>		<b>School:</b>																								
<b>Counselor:</b>																												
<b>A. Identification of Area(s) of Focus</b>																												
<p>Which of the following will be used to identify area of focus?</p> <p><input type="checkbox"/> Review of student data</p> <p><input type="checkbox"/> Collaboration with principal/supervisor</p> <p><input type="checkbox"/> Past year's summative evaluation: check one being targeted on this for: <input type="checkbox"/> Domain 1 – Planning and Preparation; <input type="checkbox"/> Domain 2 – The Learning Environment; <input type="checkbox"/> Domain 3 – Delivery of Service; <input type="checkbox"/> Domain 4 – Professional Responsibilities</p>																												
<p><b>What student data will be used to guide the development of the professional learning goals?</b> (e.g., Performance Matters, FAIR, behavior contracts, Student Portfolios, student attendance, etc.)</p>																												
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<p><input type="checkbox"/> Counselors on Individual Growth Plans must select one component that the counselor has identified as having the greatest potential for increasing student learning.</p> <p><input type="checkbox"/> Counselor needing assistance must select a power component.</p> <p><input type="checkbox"/> <b>Power Components are in bold and shaded.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td>1a</td><td>1b</td><td>1c</td><td>1d</td><td>1e</td><td>1f</td> </tr> <tr> <td>2a</td><td>2b</td><td>2c</td><td>2d</td><td>2e</td><td></td> </tr> <tr> <td>3a</td><td>3b</td><td>3c</td><td>3d</td><td>3e</td><td>3f</td> </tr> <tr> <td>4a</td><td>4b</td><td>4c</td><td>4d</td><td>4e</td><td>4f</td> </tr> </table>					1a	1b	1c	1d	1e	1f	2a	2b	2c	2d	2e		3a	3b	3c	3d	3e	3f	4a	4b	4c	4d	4e	4f
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<b>Goal 1:</b>			<b>What activities/actions will help me attain my goals?</b>																									
<b>Goal 2:</b>																												

<b>School Year:</b>		<b>Area:</b>	
<b>Therapist :</b>		<b>School(s):</b>	

**A. Identification of Area(s) of Focus**

Which of the following will be used to identify area of focus?

- Review of student data
- Collaboration with principal/supervisor
- Past year's summative evaluation: check one being targeted on this for:  Domain 1 – Planning and Preparation;  Domain 2 – The Learning Environment;  Domain 3 – Delivery of Service;  Domain 4 – Professional Responsibilities

**What student data will be used to guide the development of the professional learning goals?** (e.g., Performance Matters, FAIR, EOC's, Unit Tests, Student Portfolios, etc.)

**Write a measurable goal to indicate expected improvement in student achievement.** (This is a SMART\* goal that aligns with the School Improvement Plan- see the final page of this document for a complete explanation of SMART goals).

<b>Check Domain(s) of Focus:</b>	<b>Therapist on Individual Growth Plans must select one component that the Therapist has identified as having the greatest potential for increasing student learning.</b>																								
<input type="checkbox"/> <b>Domain 1 – Planning and Preparation</b> <input type="checkbox"/> Domain 2 – The Classroom Environment <input type="checkbox"/> <b>Domain 3 – Instruction</b> <input type="checkbox"/> Domain 4 – Professional Responsibilities  (First Year implementation will consist of Domains 1 & 3 only)	<input type="checkbox"/> Therapist needing assistance must select a power component. <input type="checkbox"/> <b>Power Components are in bold and shaded.</b>																								
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4a	4b	<b>4c</b>	4d	4e	4f																				

**B. Development of Professional Learning Goals**

**Professional Learning Goal(s)**

**What goals will enable me to strengthen my practice?**

**Goal 1:**

**Goal 2:**

**Professional Learning Activities/Actions**  
**What activities/actions will help me attain my goals?**

<b>School Year:</b>			<b>School:</b>
<b>Media Specialist:</b>	<b>Grade Level(s):</b>		

**A. Identification of Area(s) of Focus**

Which of the following will be used to identify area of focus?

Review of student data

Collaboration with principal/supervisor

Past year's summative evaluation: check one being targeted on this for:  Domain 1 – Planning and Preparation;  Domain 2 – The Learning Environment;  Domain 3 – Delivery of Service;  Domain 4 – Professional Responsibilities

**What student data will be used to guide the development of the professional learning goals? (e.g., Performance Matters, FAIR, behavior contracts, Student Portfolios, student attendance, etc.)**

**Write a measurable goal to indicate expected improvement in student performance. (This is a SMART\* goal that aligns with the School Improvement Plan - see the final page of this document for a complete explanation of SMART goals).**

<b>Check Domain(s) of Focus:</b>	<input type="checkbox"/> Media Specialist on Individual Growth Plans must select one component that the Media Specialist has identified as having the greatest potential for increasing student learning. <input type="checkbox"/> Media Specialist needing assistance must select a power component. <input type="checkbox"/> <b>Power Components are in bold and shaded.</b>																								
<input type="checkbox"/> <b>Domain 1 – Planning and Preparation</b> <input type="checkbox"/> Domain 2 – The Learning Environment <input type="checkbox"/> <b>Domain 3 – Delivery of Service</b> <input type="checkbox"/> Domain 4 – Professional Responsibilities  (First Year implementation will consist of Domains 1 & 3 only)	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td>1a</td><td>1b</td><td><b>1c</b></td><td>1d</td><td>1e</td><td>1f</td> </tr> <tr> <td>2a</td><td>2b</td><td><b>2c</b></td><td>2d</td><td>2e</td><td></td> </tr> <tr> <td>3a</td><td><b>3b</b></td><td>3c</td><td>3d</td><td>3e</td><td>3f</td> </tr> <tr> <td>4a</td><td>4b</td><td>4c</td><td><b>4d</b></td><td>4e</td><td>4f</td> </tr> </table>	1a	1b	<b>1c</b>	1d	1e	1f	2a	2b	<b>2c</b>	2d	2e		3a	<b>3b</b>	3c	3d	3e	3f	4a	4b	4c	<b>4d</b>	4e	4f
1a	1b	<b>1c</b>	1d	1e	1f																				
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4a	4b	4c	<b>4d</b>	4e	4f																				

**B. Development of Professional Learning Goals**

**Professional Learning Goal(s)**

**What goals will enable me to strengthen my practice?**

Goal 1: \_\_\_\_\_

Goal 2: \_\_\_\_\_

**Professional Learning Activities/Actions**

**What activities/actions will help me attain my goals?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approval to Proceed with Growth Plan \_\_\_\_\_

Monroe County School District Professional Growth Plan – School Psychologist or School Psychologist Needing Assistance

<b>School Year:</b>			<b>School(s):</b>
<b>School Psychologist:</b>	<b>Grade Level(s):</b>		

**A. Identification of Area(s) of Focus**

*Which of the following will be used to identify area of focus?*

Review of student data

Collaboration with principal/supervisor

Past year's summative evaluation: check one being targeted on this for:  Domain 1 – Planning and Preparation;  Domain 2 – The Learning Environment;  Domain 3 – Delivery of Service;  Domain 4 – Professional Responsibilities

**What student data will be used to guide the development of the professional learning goals?** (e.g., Performance Matters, FAIR, behavior contracts, Student Portfolios, student attendance, etc.)

**Write a measurable goal to indicate expected improvement in student performance.** (This is a SMART\* goal that aligns with the School Improvement Plan- see the final page of this document for a complete explanation of SMART goals).

**Check Domain(s) of Focus:**

Domain 1 – Planning and Preparation

Domain 2 – The Learning Environment

Domain 3 – Delivery of Service

Domain 4 – Professional Responsibilities

*(First Year implementation will consist of Domains 1 & 3 only)*

School Psychologist on Individual Growth Plans must select one component that the School Psychologist has identified as having the greatest potential for increasing student learning.

School Psychologist needing assistance must select a power component.

**Power Components are in bold and shaded.**

1a	1b	1c	1d	1e	1f
2a	2b	2c	2d	2e	
3a	3b	3c	3d	3e	3f
4a	4b	4c	4d	4e	4f

**B. Development of Professional Learning Goals**

**Professional Learning Goal(s)**

**What goals will enable me to strengthen my practice?**

Goal 1:

Goal 2:

**Professional Learning Activities/Actions**

**What activities/actions will help me attain my goals?**

**Approval to Proceed with Growth Plan** \_\_\_\_\_ Administrator/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Monroe County School District Professional Growth Plan – Teacher on Special Assignment or Teacher on Special Assignment Needing Assistance

<b>School Year:</b>			<b>School(s):</b>
<b>Teacher on Special Assignment:</b>	<b>Position/Grade Level(s):</b>		

**A. Identification of Area(s) of Focus**

*Which of the following will be used to identify area of focus?*

Review of student data  
 Collaboration with principal/supervisor  
 Past year's summative evaluation: check one being targeted on this for:  Domain 1 – Planning and Preparation;  Domain 2 – The Learning Environment;  Domain 3 – Delivery of Service;  Domain 4 – Professional Responsibilities

**What student data will be used to guide the development of the professional learning goals?** (e.g., Performance Matters, FAIR, behavior contracts, Student Portfolios, student attendance, etc.)

**Write a measurable goal to indicate expected improvement in student performance.** (This is a SMART\* goal that aligns with the School Improvement Plan- see the final page of this document for a complete explanation of SMART goals).

**Check Domain(s) of Focus:**

**Domain 1 – Planning and Preparation**  
 Domain 2 – The Learning Environment  
 **Domain 3 – Delivery of Service**  
 Domain 4 – Professional Responsibilities  
*(First Year implementation will consist of Domains 1 & 3 only)*

	1a	1b	<b>1c</b>	1d	1e	1f
	2a	<b>2b</b>	2c	2d	2e	
	<b>3a</b>	3b	3c	3d	3e	3f
	4a	4b	4c	<b>4d</b>	4e	4f

Teacher on Special Assignment on Individual Growth Plans must select one component that the Teacher on Special Assignment has identified as having the greatest potential for increasing student learning.  
 Teacher on Special Assignment needing assistance must select a power component.  
 **Power Components are in bold and shaded.**

**B. Development of Professional Learning Goals**

**Professional Learning Goal(s)**  
*What goals will enable me to strengthen my practice?*

Goal 1: \_\_\_\_\_

Goal 2: \_\_\_\_\_

**Professional Learning Activities/Actions**  
*What activities/actions will help me attain my goals?*

\_\_\_\_\_

**Approval to Proceed with Growth Plan** \_\_\_\_\_ Administrator/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Classroom Teacher Evaluation				
	Performance rating			
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>Domain 1: Planning and Preparation</b> (Domain weight 20%)				
<b>1a. Demonstrating knowledge of Content and Pedagogy</b> (Component weight 4%)	The teacher's plans and practice display little knowledge of the content, pre-requisite relationships between different aspects of the content or the instructional practices specific to that discipline.  Teacher makes content errors or does not correct errors.  Subject is off topic/irrelevant.	The teacher's plans and practice reflect basic knowledge of the important concepts in the discipline, prerequisite relationships between them, and instructional practices specific to the discipline.	The teacher's plans and practice reflect solid and current knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect extensive knowledge of the content, the structure of the discipline and the instructional practice. The teacher actively builds on prerequisites and clarifies misconceptions.  The teacher stays abreast of emerging research areas, new and innovative methods and incorporates them into lesson plans and instructional strategies.
<i>Elements include:</i> Knowledge of content and the structure of discipline; Knowledge of prerequisite relationships; Knowledge of content related pedagogy.				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>1b. Demonstrating Knowledge of Students</b> (Component weight 4%)	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, learning levels/styles, language proficiencies, interests, and special needs, and does not seek to understand such.	The teacher demonstrates understanding students' backgrounds, cultures, skills, learning levels/styles, language proficiencies, interests, and special needs for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, learning levels/styles, language proficiencies, interests, and special needs for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, learning levels/styles, language proficiencies, interests, and special needs from a variety of sources for individual students.
<i>Elements include:</i> Knowledge of child and adolescent development; Knowledge of students' skills, knowledge, and language proficiency; Knowledge of the learning process;				
<i>Knowledge of students' interest and cultural heritage; Knowledge of students' special needs.</i>				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>1c. Setting Instructional Outcomes</b> (Component weight 2%)	Instructional outcomes are unsuitable for students, represent trivial or low level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are stated as goals and activities reflecting inconsistent levels of learning, only some of which permit viable methods of assessments. Outcomes reflect more than one type of learning.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. The outcomes are suitable for most students in the class, represent different types of learning, and can be assessed.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards taking into account of the needs of individual students.
<i>Elements include:</i> Value, sequence, alignment; Clarity; Balance; Suitability for diverse learners				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>1d. Demonstrating Knowledge of Resources and Technology</b> (Component weight 2%)	The teacher demonstrates little or no familiarity with available resources and technology to enhance instruction.	The teacher demonstrates some familiarity with available resources and technology to enhance instruction.	The teacher is fully aware of the available resources and technology and incorporates them to enhance instruction.	The teacher actively seeks additional resources and technology and incorporates them to enhance instruction.
<i>Elements include:</i> Resources and technology for classroom use; Resources and technology to extend content knowledge and pedagogy; Resources and technology for students.				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>1e. Designing Coherent Instruction</b> (Component weight 4%)	Learning activities, materials, and/or resources are not suitable to student or instructional goals. They do not follow an organized progression.	Few of the learning activities are suitable to students and instructional goals. Progression of activities is uneven. Materials and resources are minimally	Most learning activities are suitable to students and instructional goals. Progression of activities is even. The majority of the materials and resources	Learning activities are relevant to students and instructional goals. They progress coherently, producing a unified whole and are reflective of current professional research.

	<p>Instructional groups do not support instructional goals and offer no variety.</p> <p>The lesson has no defined structure, or the structure is chaotic. Time allocations are unrealistic.</p>	<p>supportive.</p> <p>Instructional groups lack differentiation based on student need.</p> <p>The lesson has a recognizable structure. Most time allocations are reasonable.</p>	<p>support instruction and are meaningful.</p> <p>Instructional groups are differentiated based on student need.</p> <p>The lesson has a clearly defined structure. Time allocations are reasonable.</p>	<p>All materials and resources support instructional goals, and engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.</p> <p>Instructional groups are differentiated by student need. Students are involved in the selection process for instructional grouping where appropriate.</p> <p>The lesson structure is clear and allows for differing pathways according to student needs.</p>
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Elements include:

Learning Activities; Instructional materials and resources; Instructional groups; Lesson and unit structure

	Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
1f. Assessing Student Learning (Component weight 4%)		The teacher's plan for assessing student learning contains no clear criteria or standard, is poorly aligned with instructional outcomes, or is inappropriate for many students. The results of assessments have minimal impact on the design of future instruction.	The teacher's plan for student assessment is partially aligned with the instructional outcomes, lacking criteria, and/or inappropriate for some students. The teacher uses assessment results to plan for future instruction for the class as a whole.	The teacher's plan for student assessment is generally aligned with the instructional outcomes, uses clear criteria, and is appropriate to the needs of students. The teacher uses assessment results to plan for future instruction for groups of students.	The teacher's plan for student assessment is aligned with the instructional outcomes and shows evidence of student contributions to the development of the criteria and standards. The teacher may have adapted assessments for individuals, and the teacher uses assessment results to plan future instruction for individual students.

Elements include:

Congruence with instructional outcomes; Criteria and standards; Design of formative assessments; Use of planning

	Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Performance rating				
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)	
<b>Domain 2: The Classroom Environment</b>	<i>(Domain weight 20%)</i>				
2a. Creating an Environment of Respect and Rapport (Component weight 5%)	Classroom interactions, both between the teacher and students and/or among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	Classrooms interactions are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Classroom interactions are polite and respectful, reflecting caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions are respectful, reflecting genuine caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.	
Elements include: Teacher interaction with students; Student interactions with other students					
	Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)

<b>2b. Establishing a Culture for Learning</b> <i>(Component weight 5%)</i>	<p>Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.</p> <p>Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.</p> <p>Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.</p>	<p>Teacher communicates importance of the work but with little conviction and only minimal student engagement.</p> <p>Students minimally accept the responsibility to “do good work” but invest little of their energy in the quality of the work.</p> <p>Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.</p>	<p>Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.</p> <p>Students accept teacher insistence on work of high quality and demonstrate pride in that work.</p> <p>Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.</p>	<p>Students demonstrate through their active participation, curiosity, and attention to detail that they value the content’s importance.</p> <p>Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts of their own initiative, helping peers, and ensuring that high-quality work is displayed.</p> <p>Both students and teacher establish and maintain through the planning of learning activities, interactions, and the classroom environment, high expectations for the learning of all students.</p>
	<p><i>Elements include:</i>  <i>Importance of the content , Expectations for learning and achievement, Student pride in work</i></p>			
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory <i>(0 points)</i>	Needs Improvement <i>/Developing (1 point)</i>	Effective <i>(2 points)</i>	Highly Effective <i>(3 points)</i>

<b>2c. Managing Classroom Procedures</b> <i>(Component weight 2.5%)</i>	<p>Students not working with the teacher are not productively engaged in learning.</p> <p>Much time is lost during transitions.</p> <p>Materials are handled inefficiently, resulting in loss of instructional time.</p> <p>Considerable instructional time is lost in performing noninstructional duties.</p> <p>Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.</p>	<p>Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.</p> <p>Transitions are sporadically efficient, resulting in some loss of instructional time.</p> <p>Routines for handling materials and supplies function moderately well.</p> <p>Systems for performing noninstructional duties are fairly efficient, resulting in little loss of instructional time.</p> <p>Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.</p>	<p>Tasks for group work are organized, and groups are managed so most students are engaged at all times.</p> <p>Transitions occur smoothly, with little loss of instructional time.</p> <p>Routines for handling materials and supplies occur smoothly, with little loss of instructional time.</p> <p>Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time.</p> <p>Volunteers and paraprofessionals are productively and independently engaged during the entire class.</p>	<p>Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.</p> <p>Transitions and routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.</p> <p>Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operation.</p> <p>Volunteers and paraprofessionals make a substantive contribution to the classroom environment.</p>
	<p><i>Elements include:</i>  <i>Management of instructional groups; Management of transitions; Management of materials and supplies; Performance of non-instructional duties; Supervision of volunteers and paraprofessionals</i></p>			
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory <i>(0 points)</i>	Needs Improvement <i>/Developing (1 point)</i>	Effective <i>(2 points)</i>	Highly Effective <i>(3 points)</i>
<b>2d. Managing Student Behavior</b> <i>(Component weight 5%)</i>	<p>No standards of conduct appear to have been established, or students are confused as to what the standards are.</p> <p>Student behavior is not monitored, and teacher is</p>	<p>Standards of conduct appear to have been established for most situations, and most students seem to understand them.</p> <p>Teacher is generally aware of student behavior but may</p>	<p>Standards of conduct are clear to all students.</p> <p>Teacher consistently monitors student behavior.</p> <p>Teacher response to misbehavior is appropriate,</p>	<p>Standards of conduct are clear to all students and appear to have been developed with student participation.</p> <p>Monitoring by teacher is subtle and preventive. Students monitor</p>

	unaware of what students are doing.  Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	miss the activities of some students.  Teacher attempts to respond to student misbehavior but with uneven results, or student behavior is occasionally disruptive.	successful, and respects the student's dignity.	their own and their peers' behavior, correcting one another respectfully.  Teacher response to misbehavior is highly effective and sensitive to students' individual needs.
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Elements include:

Expectations; Monitoring of student behavior; Response to student misbehavior

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)

<b>2e. Organizing Physical Space</b> (Component weight 2.5%)	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.  Teacher uses physical and/or available technology resources poorly, or learning is not accessible to some students.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.  Teacher uses physical and/or available technology resources adequately, and at least essential learning is accessible to all students.	The classroom is safe, and the furniture arrangement is conducive to learning activities.  Teacher uses physical and/or available technology resources skillfully, and learning is accessible to all.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.  Teacher and students use physical and/or available technology resources optimally, and both ensure that learning is accessible to all.
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Elements include:

Safety and Accessibility; Arrangement of furniture and use of physical resources

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<i>Performance rating</i>			
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>Domain 3: Instruction</b>	(Domain weight 40%)			

<b>3a. Communicating with Students</b> (Component weight 9%)	Teacher directions and procedures are confusing to students. The teacher does not communicate lesson objective.  Teacher's spoken language is inaudible and written language is illegible. Spoken or written language may contain grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed. Teacher communicates lesson objective.  Teacher's spoken language is audible and written language is legible. Both are used correctly but limited, or not appropriate to students' age or background.	Teacher directions and procedures are clear to students. Teacher communicates lesson objective and explains its importance to the lesson.  Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher directions and procedures are clear to students and anticipate possible student misunderstandings.  Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
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Elements include:

Expectations for learning; Explanations of content; Directions and procedures; Use of oral and written language

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)

<b>3b. Using Questioning and Discussion Techniques</b> (Component weight 9%)	Teacher's questions are virtually all low-level and of poor quality. They elicit limited student response. Interaction between student and teacher is recitation-style, with teacher mediating all answers. Only a few students participate in discussion.	Teacher's questions are a combination of high and low quality posed in rapid succession. Teacher attempts to engage students in the discussion with limited success.	Most of teacher's questions are of high quality. Adequate time is available for students to respond. Majority of students participate; classroom interaction represents true discussion.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions. Students assume responsibility for the continuance of the discussion, initiating topics and making unsolicited contributions.
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Elements include:

Quality of questions; Discussion techniques; Student participation

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)

<b>3c. Engaging Students in Learning</b> (Component weight 9%)	Activities, assignments, materials, and groupings of students are inappropriate for the instructional outcomes, students' cultures, maturation or age levels. The lesson lacks structure and/or is poorly paced.	Activities, assignments, materials, and groupings of students are partially appropriate for the instructional outcomes, students' cultures, maturation or age levels. The lesson has recognizable structure but is unclear.	Activities, assignments, materials, and groupings of students are appropriate for the instructional outcomes, students' cultures, maturation or age levels. The lesson structure is coherent and is paced appropriately.	Activities, assignments, and materials are suitable to the instructional goals. Students are engaged and able to adapt materials to meet learning outcomes. Groupings of students are appropriate for the instructional outcomes, students' cultures, maturation or age levels. The lesson structure is highly coherent, allowing for reflection and closure as appropriate. Pacing demonstrates differentiation based on needs.
	Representation of content is unclear. Teacher uses poor examples and analogies or is incorrect.	Representation of content is inconsistent in quality.	Representation of content is appropriate and is aligned with students' knowledge and experiences.	Representation of content is outstanding and is aligned with students' knowledge and experiences.

Elements include:

Activities and assignment; Grouping of students; Structure and pacing; Use of instructional materials, resources and technology (as available).

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>3d. Providing Feedback in Instruction</b> (Component weight 5%)	Feedback is either not provided or is of poor quality. Feedback is not provided in timely manner.	Quality of feedback is inconsistent. Timeliness of feedback is inconsistent.	Feedback is consistent and informative. Feedback is consistently provided in a timely manner.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning. Feedback is consistently provided in a timely manner. Students make meaningful use of feedback in their learning.

Elements include:

Quality; Accurate, substantive, constructive and specific; Timeliness of feedback

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>3e. Demonstrating Flexibility and Responsiveness</b>	Teacher adheres rigidly to an instructional plan even when engagement is lacking. Teacher ignores student questions or	Teacher attempts to adjust lesson, and respond to students' questions with moderate success. Teacher	Teacher promotes successful learning, making minor adjustments as needed to plans,	Teacher successfully makes substantive adjustments to a lesson when necessary. Teacher seizes opportunities to enhance learning

(Component weight 4%)	interests.	accepts responsibility for student success but has only a limited repertoire of instructional strategies to use.	accommodating student questions, needs, and interests. Teacher accommodates for students with special needs or difficulties with a repertoire of instructional strategies.	building on spontaneous events. Teacher consistently utilizes an extensive repertoire of instructional strategies.
	When a student has difficulty learning, the teacher blames external factors in the student's life to justify non-responsiveness to needs.  Teacher does not re-teach.	In response to student progress, teacher re-teaches, as appropriate.		

Elements include:

Lesson Adjustment; Response to students; Persistence

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>3f. Using Assessment in Instruction</b> (Component weight 4%)	Assessment is not used in instruction, either through monitoring of progress by the teacher or students. Teacher does not provide assessment criteria used to evaluate student work.	Assessment is occasionally used in instruction, either through some monitoring of progress of learning by the teacher and/or students. Teacher provides minimal assessment criteria used to evaluate student work.	Assessment is regularly used in instruction, through self-assessment by students, progress monitoring of learning by the teacher and/or students. Teacher provides sufficient assessment criteria used to evaluate student work. Assessments provide students with multiple ways to demonstrate mastery.	Assessment is consistently used in a meaningful manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and teachers. Teacher provides detailed assessment criteria used to evaluate student work. The assessments provide students with multiple ways to demonstrate mastery and multiple opportunities during the unit to demonstrate mastery.

Elements include:

Criteria; Assessment; Monitoring of student learning; Student self-assessment and monitoring of progress

Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<i>Performance rating</i>			
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>Domain 4: Professional Responsibilities</b> (Domain weight 20%)				
<b>4a. Reflecting on Teaching</b> (Component weight 3%)	The teacher does not know if the lesson was effective or how it could be improved.	The teacher provides a partially accurate description of the lesson's effectiveness but does not cite specific evidence. The teacher makes only general suggestions as to how the lesson might be improved.	The teacher provides an accurate description of the lesson, citing specific evidence. The teacher makes some specific suggestions as to how the lesson might be improved.	The teacher's reflection on the lesson is thoughtful and accurate, and many specific examples are used to establish that goals were accomplished. The teacher draws on an extensive repertoire to suggest alternate strategies and predicts the likely success of each.
<i>Elements include:</i> Accuracy; Use in future teaching				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>4b. Maintaining Accurate Records</b> (Component weight 3%)	The teacher's systems for maintaining both instructional and non-instructional records are either nonexistent or in disarray, resulting in errors and confusion.	The teacher's systems for maintaining both instructional and non-instructional records are rudimentary and only partially effective.	The teacher's systems for maintaining both instructional and non-instructional records are accurate, efficient, timely, and reflect student progress in reaching specific grade level benchmarks.	The teacher's systems for maintaining both instructional and non-instructional records are accurate, efficient, timely, and reflect student progress in reaching specific grade level benchmarks. The system is readily understood and transparent.
<i>Elements include:</i> Student completion of assignments; Non-instructional records; Student progress in learning				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>4c. Communicating with Families</b> (Component weight 4%)	The teacher's communication with families about the instructional program or about	The teacher adheres to school procedures for communicating with families	The teacher communicates frequently with families and successfully engages	The teacher's communication with families is frequent, timely and proactive. Students

	individual students is sporadic or inappropriate. The teacher makes no attempt to engage families in the instructional program. Teacher does not respond to parent concerns.	and makes modest attempts to engage families in the instructional program. However, communications are not always appropriate. Responses to parent concerns are minimal.	them in the instructional program. Information to families about individual students is conveyed in an appropriate manner. Responses to parent concerns occur as needed.	participate in the communication. The teacher successfully engages families in the instructional program as appropriate. The teacher is proactive in dealing with parent concerns.
<i>Elements include:</i> Information about the instructional program; Engagement of families in the instructional program; Information about individual students				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>4d. Contributing to the School and District</b> (Component weight 3%)	The teacher avoids participating in the professional community or in school or district events and projects; rarely collaborates with colleagues; and relationships with colleagues are negative or self-serving.	The teacher becomes involved in the professional community or in school or district events and projects when specifically asked, makes some efforts to collaborate with colleagues, and relationships with colleagues are cordial.	The teacher participates actively in the professional community or in school or district events and projects, actively seeks out opportunities to collaborate with others, and maintains positive and productive relationships with colleagues.	The teacher makes a substantial contribution to the professional community or in school or district events and projects, collaborates with and/or coaches others through difficult situations, and assumes a positive leadership role (formal or informal) with colleagues.
<i>Elements include:</i> Relationships with colleagues; Service to the school; Involvement in culture of professional inquiry; Participation in school and district projects.				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unsatisfactory (0 points)	Needs Improvement /Developing (1 point)	Effective (2 points)	Highly Effective (3 points)
<b>4e. Growing and Developing Professionally</b> (Component weight 3%)	The teacher does not participate in professional development activities and makes no effort to share knowledge with colleagues. The teacher is resistant to feedback from supervisors or colleagues. Teacher does not actively enhance knowledge or skills.	The teacher participates in professional development activities that are convenient or are required and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues. Teacher makes minimal effort	The teacher seeks out opportunities for professional development based on an individual assessment of needs and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues. Teacher makes significant	The teacher actively pursues in-depth professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues. Teacher consistently seeks opportunities to enhance knowledge or skills.

		to enhance knowledge or skills.	effort to enhance knowledge or skills.	
<i>Elements include:</i>				
<i>Enhancement of content knowledge and pedagogy; Receptivity to feedback from colleagues; Service to the profession</i>				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement /Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<b>4f. Showing Professionalism (Component weight 4%)</b>	<p>The teacher is inconsistent in adhering to professional standards of conduct. The teacher exhibits poor attendance and punctuality, compliance with school policies, procedures, and timelines.</p> <p>The teacher has difficulty demonstrating respect, responsibility, honesty and integrity; requires frequent feedback from colleagues and administrators and does not work cooperatively with school staff.</p>	<p>The teacher strives to adhere to standards for professional conduct and overall performance requirements, including attendance and punctuality.</p> <p>The teacher complies minimally with school and district policies, procedures, and timelines. Supervision is necessary on occasion.</p> <p>The teacher strives to develop behaviors that model the values of respect, responsibility, honesty and integrity. However, s/he requires some support supervision. S/he responds appropriately to and acts upon feedback. S/he works cooperatively with school staff most of the time.</p>	<p>The teacher regularly adheres to and models standards for professional conduct and overall performance requirements, including attendance and punctuality.</p> <p>The teacher complies with school and district policies, procedures, and timelines. Performs with minimal supervision.</p> <p>The teacher helps members of school community understand and adhere to these professional obligations, responds well to and acts upon feedback and works cooperatively with school staff.</p>	<p>The teacher is a model for professional conduct and overall performance requirements, including attendance and punctuality.</p> <p>The teacher complies fully and voluntarily with school and district policies, procedures, and timelines. The teacher performs independently.</p> <p>The teacher helps members of school community understand and adhere to professional obligations. S/he actively seeks, responds well to and acts upon feedback.</p>
<i>Elements include:</i>				
<i>Integrity and ethical conduct; Service to students; Advocacy; Demonstrates logical thinking and makes practical decisions; Attendance; Punctuality; Compliance with school and district regulations</i>				
Self Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluator Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Domain 1: Planning and Preparation (Domain weight 20%)**

Counselor Evaluation Instrument

Counselor, School Social Worker, Behavior Specialist

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>1a: Demonstrating knowledge of counseling theory and techniques, e.g., individual consultations, group process</i>	Counselor demonstrates little understanding of counseling theory and techniques. Counselor does not plan to meet with students individually or in groups.	Counselor demonstrates basic understanding of counseling theory and techniques. Counselor plans occasional meetings with individual students or groups to advance the program goals.	Counselor demonstrates understanding of counseling theory and techniques. Counselor plans frequent meetings with individual students or groups to help students make good academic and social choices.	Counselor demonstrates comprehensive and coherent understanding of counseling theory and techniques. Counselor plans for students to make independent, sound, informed academic, personal, and social choices.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1b: Demonstrating knowledge of child and adolescent development</i>	Counselor displays little or no knowledge of child and adolescent development	Counselor displays partial knowledge of child and adolescent development	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the developmental characteristics, and exceptions to the general patterns, counselor displays knowledge of the extent to which individual students follow the general patterns.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1c: Establishing goals for the counseling program appropriate to the setting and the students served.</i>	Counselor has no clear goals for the counseling program, or they are inappropriate to either the situation or the age of the students.	Counselor's goals for the counseling program are rudimentary, and are partially suitable to the situation and the age of the students.	Counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.	Counselor's goals for the program are highly appropriate to the situation in the school and to the age of the students, and have been developed following consultations with students, parents, and colleagues. Goals include working with others to effect wider change throughout the school.
<b>Evaluator Rating</b> (Component Weight 2%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Counselor Evaluation Instrument

Counselor, School Social Worker, Behavior Specialist

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	<b>Unsatisfactory</b> (0 points)	<b>Needs Improvement/ Developing</b> (1 point)	<b>Effective</b> (2 points)	<b>Highly Effective</b> (3 points)
<i>1d: Demonstrating knowledge of state and federal regulations, and resources within and beyond the school and district,</i>	Counselor demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.	Counselor displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and resources for students available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district, and in the community.
<b>Evaluator Rating</b> (Component Weight 2%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1e: Planning the counseling program, using individual and small group sessions, and in-class activities, and including crisis prevention, intervention, and response.</i>	Counseling program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Counselor has developed a plan that includes the important aspects of counseling in the setting.	Counselor's plan is highly coherent, and serves to support not only the students individually and in groups, but also the broader educational program.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1f: Developing a plan to evaluate the counseling program</i>	Counselor has no plan to evaluate the program, or resists suggestions that such an evaluation is important.	Counselor has a rudimentary plan to evaluate the counseling program.	Counselor's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's evaluation plan is highly sophisticated, with imaginative sources of evidence, and a clear path towards improving the program on an ongoing basis.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)

Domain 2: The Learning Environment (Domain weight 20%)

<u>Counselor Evaluation Instrument</u>				
Counselor, School Social Worker, Behavior Specialist				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2a: Creating an environment of respect and rapport</i>	Counselor's interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor's interactions are a mix of positive and negative; the counselor's efforts at encouraging positive interactions among students are partially successful.	Counselor's interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship; counselor teaches students how to engage in positive interactions.
<b>Evaluator Rating</b> (Component weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2b: Establishing a culture for productive communication</i>	Counselor makes no attempt to establish a culture for productive communication in the school as a whole, either among students or teachers, or between students and teachers.	Counselor's attempts to promote a culture throughout the school for productive and respectful communication between and among students and teachers are partially successful.	Counselor promotes a culture throughout the school for productive and respectful communication between and among students and teachers.	The culture in the school for productive and respectful communication between and among students and teachers, while guided by the counselor, is maintained by both teachers and students.
<b>Evaluator Rating</b> (Component weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2c: Managing routines and procedures</i>	Counselor's routines for the counseling office or in classrooms are non-existent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling office or classrooms.	Counselor's routines for the counseling office or classrooms work effectively	Counselor's routines for the counseling office or classrooms are seamless, and students assist in maintaining them.
<b>Evaluator Rating</b> (Component weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2d: Establishing standards of conduct, and contributing to the culture for student behavior throughout the school</i>	Counselor has established no standards of conduct for students during counseling sessions, and makes no contribution to maintaining an environment of civility in the school.	Counselor's efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor has established clear standards of conduct for counseling sessions, and makes a significant contribution to the environment of civility in the school.	Counselor has established clear standards of conduct for counseling sessions, and students contribute to maintaining them. Counselor takes a leadership role in maintaining the environment of civility in the school.
<b>Evaluator Rating</b>	<b>Performance Rating</b>			

<u>Counselor Evaluation Instrument</u>				
Counselor, School Social Worker, Behavior Specialist				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
(Component weight 5%)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2e: Organizing physical space</i>	The physical environment is in disarray, or is inappropriate to the planned activities.	Counselor's attempts to create an inviting and well-organized physical environment are partially successful.	Counseling office or classroom arrangements are inviting, and conducive to the planned activities.	Counseling office or classroom arrangements are inviting, and conducive to the planned activities. Students have contributed ideas to the physical arrangement.
<b>Evaluator Rating</b> (Component weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Domain 3: Delivery of Service (Domain weight 40%)

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3a: Assessing student needs.</i>	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of student needs are perfunctory.	Counselor assesses student needs, and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessment of student needs to contribute to program planning.
<b>Evaluator Rating</b> (Component Weight 9%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs.</i>	Counselor's program is independent of identified student needs.	Counselor's attempts to help students and teachers formulate academic, personal/social, and career plans are partially successful.	Counselor helps students and teachers formulate academic, personal/social, and career plans for groups of students.	Counselor helps individual students and teachers formulate academic, personal/social, and career plans.
<b>Evaluator Rating</b> (Component Weight 11%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3c: Using counseling techniques, in individual and classroom programs</i>	Counselor has few counseling techniques to help students acquire skills in decision-making	Counselor displays a narrow range of counseling techniques to help students acquire skills in	Counselor uses a range of counseling techniques to help students acquire skills in	Counselor uses an extensive range of counseling techniques to help students acquire skills in

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	and problem-solving for both interactions with other students and future planning.	decision-making and problem-solving for both interactions with other students and future planning.	decision-making and problem-solving for both interactions with other students and future planning.	decision-making and problem-solving for both interactions with other students and future planning.
<b>Evaluator Rating</b> (Component Weight 10%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3d: Connecting resources to meet needs</i>	Counselor does not make connections with other programs in order to meet student needs.	Counselor's efforts to connect services with other programs in the school are partially successful.	Counselor connects with other programs within the school or district to meet student needs.	Counselor connects with other programs and agencies both within and beyond the school or district to meet individual student needs.
<b>Evaluator Rating</b> (Component weight 6%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3e: Demonstrating flexibility and responsiveness</i>	Counselor adheres to the plan or program, in spite of evidence of its inadequacy.	Counselor makes modest changes in the counseling program when confronted with evidence of the need for change.	Counselor makes changes in the counseling program after identifying evidence of the need for change.	Counselor is continually seeking ways to improve the counseling program, and makes changes as needed in response to student, parent, or teacher input.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Domain 4: Professional Responsibilities

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4a: Reflecting on practice</i>	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor's reflection on practice is moderately accurate and objective without citing specific examples, and with only global	Counselor's reflection provides an accurate and objective description of practice, citing specific positive and negative	Counselor's reflection is highly accurate and perceptive, citing specific examples that were not fully successful, for at least some

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
		improved	some specific suggestions as to how the counseling program might be improved.	extensive repertoire to suggest alternative strategies.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4b: Maintaining records, and submitting them in a timely fashion</i>	Counselor's reports, records and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor's reports, records and documentation are generally accurate, but are occasionally late.	Counselor's reports, records and documentation are accurate, and are submitted in a timely manner.	Counselor's approach to record-keeping is highly systematic and efficient, and serves as a model for colleagues in other schools.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4c: Communicating with families</i>	Counselor provides no information to families, either about the counseling program as a whole or about individual students.	Counselor provides limited though accurate information to families about the counseling program as a whole and about individual students.	Counselor provides thorough and accurate information to families about the counseling program as a whole and about individual students.	Counselor is proactive in providing information to families about the counseling program and about individual students through a variety of means.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4d: Participating in a professional community</i>	Counselor's relationships with colleagues are negative or self-serving, and counselor avoids being involved in school and district events and projects.	Counselor's relationships with colleagues are cordial, and counselor participates in school and district events and projects when specifically requested.	Counselor participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues.	Counselor makes a substantial contribution to school and district events and projects, and assumes leadership with colleagues.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4e: Engaging in professional development</i>	Counselor does not participate in professional development activities, even when such activities are clearly needed for the development of counseling skills.	Counselor participation in professional development activities is limited to those that are convenient or are required.	Counselor seeks out opportunities for professional development based on an individual assessment of need and/or recommendations from supervisor.	Counselor actively pursues professional development opportunities, and makes a substantial contribution to the profession through activities such as offering workshops to colleagues.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality</i>	Counselor displays dishonesty in interactions with colleagues, students, and the public, and violates principles of confidentiality.	Counselor is honest in interactions with colleagues, students, and the public, and does not violate confidentiality.	Counselor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	Counselor can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Therapist Evaluation Instrument				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
1e: <i>Planning the instructional support program, integrated with the overall school program</i>	Instructional support program consists of a random collection of unrelated activities, lacking coherence or an overall structure	TSA's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals	TSA's plan is well designed to support teachers in the improvement of their instructional skills	TSA's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and the plan has been developed following consultation with administrators and teachers
Evaluator Rating (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
1f: <i>Developing a plan to evaluate the therapy program.</i>	Therapist has no plan to evaluate the program, or resists suggestions that such an evaluation is important	Therapist has a rudimentary plan to evaluate the therapy program	Therapist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met	Therapist's evaluation plan is highly sophisticated, with imaginative sources of evidence, and a clear path towards improving the program on an ongoing basis
Evaluator Rating (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 2: The Learning Environment (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
2a: <i>Establishing rapport with students</i>	Therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing 'therapy environment'	Therapist's interactions are a mix of positive and negative; the therapist's efforts at developing rapport are partially successful	Therapist's interactions with students are positive and respectful; students appear comfortable in the testing/therapy environments	Students seek out the Therapist reflecting a high degree of comfort and trust in the relationship
Evaluator Rating (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory</b>	<b>Needs Improvement/ Developing</b>	<b>Effective</b>	<b>Highly Effective</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	<b>(0 points)</b>	<b>Developing (1 point)</b>	<b>(2 points)</b>	<b>(3 points)</b>
2b: <i>Organizing time effectively</i>	Therapist exercises poor judgment in setting priorities, resulting in confusion and missed deadlines and conflicting schedules	Therapist's time management skills are moderately well developed; essential activities are carried out but not always in the most efficient manner	Therapist exercises good judgment in setting priorities resulting in clear schedules and important work being accomplished in an efficient manner	Therapist demonstrates excellent time management skills accomplishing all tasks in a seamless manner; teachers and students understand their schedules completely
Evaluator Rating (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
2c: <i>Establishing and maintaining clear procedures for referrals</i>	No procedures for referrals have been established; when a teacher wants to refer a student for special services, they are not sure how to go about it	Therapist has established procedures for referrals but the details are not always clear	Procedures for referrals and for meetings and consultations with parents, administrators and teachers are clear to everyone	Procedures for all aspects of referral and testing protocol are clear to everyone and have been developed in consultation with teachers and administrators
Evaluator Rating (Component Weight 2.5%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
2d: <i>Establishing standards of conduct in the therapy environment</i>	No standards of conduct have been established and therapist disregards or fails to address negative student behavior during evaluation or therapy.	Standards of conduct appear to have been established in the testing and therapy environment. The therapist attempts to monitor and correct negative behavior and such attempts are partially successful	Standards of conduct have been established for the testing and therapy environment; therapist monitors student behavior; responses are appropriate and respectful	Standards of conduct have been established in the testing and therapy environment; therapist's monitoring of students is subtle and preventive and students are engaged in self-monitoring of behavior
Evaluator Rating (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
2e: <i>Organizing physical space for testing of students and providing therapy</i>	The testing and therapy environment is disorganized and poorly suited for working with students; materials are usually unavailable	The testing and therapy environment is moderately well organized and moderately well suited for working with students; materials are difficult to find when needed	The testing and therapy environment is well organized; materials are available when needed	The testing and therapy environment is highly organized and inviting to the student; materials are well organized and conveniently located for ease of use
Evaluator Rating (Component Weight 2.5%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory</b>	<b>Needs Improvement/ Developing</b>	<b>Effective</b>	<b>Highly Effective</b>

**Domain 3: Delivery of Service (Domain weight 40%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3a: Responding to referrals and evaluating student needs</i>	Therapist fails to respond to referrals or makes hasty and unsupported assessments of student needs	Therapist responds to referrals when pressed and makes adequate assessment of student needs	Therapist responds to referrals and makes thorough assessments of student needs	Therapist is proactive in responding to referrals and makes highly competent and thoughtful assessment of student needs based on all data and information available
<b>Evaluator Rating</b> (Component Weight 9%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3b: Developing and implementing therapy plans to maximize students' success</i>	Therapist fails to develop a therapy plan suitable for the student(s) or plans are mismatched with the finding of the assessment data	Therapist's plans for the student(s) are partially suitable for them or sporadically aligned with some identified needs	Therapist's plans for student(s) are suitable and are aligned with identified needs	Therapist develops comprehensive plans for all students finding ways to creatively meet student needs and incorporate many related elements
<b>Evaluator Rating</b> (Component Weight 11%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3c: Communicating with families</i>	Therapist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner	Therapist's communication with families is partially successful; permissions are obtained but there are occasional insensitivities to cultural and linguistic traditions/norms	Therapist communicates with families and secures necessary permission for evaluations doing so in a manner sensitive to cultural and linguistic traditions/norms	Therapist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions/norms; therapist reaches out to families of students to enhance rapport and trust
<b>Evaluator Rating</b> (Component Weight 10%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 4: Professional Responsibilities (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3d: Collecting information and writing reports</i>	Therapist neglects to collect important information on which to base therapy plans; reports are inaccurate or not appropriate to the audience	Therapist collects most of the important information on which to base therapy plans; reports are accurate but lacking in clarity and not always appropriate to the audience	Therapist collects all the important information on which to base therapy plans; reports are accurate and appropriate to the audience	Therapist is proactive in collecting important information and data points – interviewing teachers and parents if necessary; reports are accurate and clearly written and are tailored for the audience
<b>Evaluator Rating</b> (Component Weight 6%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3e: Demonstrating flexibility and responsiveness</i>	Therapist adheres to the plan, in spite of evidence of its inadequacy	Therapist makes modest changes in the therapy program when confronted with evidence of the need for change	Therapist makes revisions to the therapy program when they are needed	Therapist is continually seeking ways to improve the therapy program and makes changes as needed in response to student, parent, or teacher input
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4a: Reflecting on practice</i>	Therapist does not reflect on practice, or the reflections are inaccurate or self-serving	Therapist's reflection on practice is moderately accurate and objective without, citing specific examples and with only global suggestions as to how it might be improved	Therapist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Therapist makes some specific suggestions as to how the therapy program might be improved	Therapist's reflection is highly accurate and perceptive, citing specific examples of what was not fully successful for students. Therapist draws on an extensive repertoire to suggest alternative strategies
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4b: Collaborating with teachers and administrators</i>	Therapist is not available to staff for questions and planning and declines to provide background or materials when requested	Therapist is available to staff for questions and planning and provides background and materials when requested	Therapist initiates contact with teachers and administrators to confer regarding individual cases	Therapist seeks out teachers and administrators to confer regarding cases soliciting their perspectives on individual students
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>4c: Maintaining effective data management systems</i>	Therapist's data management system is non-existent or in disarray; it cannot be used to monitor students' progress or to adjust therapy as needed	Therapist has developed a rudimentary data management system for monitoring student progress and occasionally uses it to adjust therapy when needed	Therapist has developed an effective data management system for monitoring student progress and uses it to adjust therapy when needed	Therapist has a highly effective data management system for monitoring student progress and uses it to adjust therapy as needed. Therapist uses the system to communicate with teachers and parents
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>4d: Participating in a professional community</i>	Therapist's relationships with colleagues are negative or self-serving, and the therapist avoids being involved in school and district events and projects	Therapist's relationships with colleagues are cordial and the TSA participates in school and district events and projects when specifically requested	Therapist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues	Therapist makes a substantial contribution to school and district events and projects, and assumes a leadership role with colleagues
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>4e: Engaging in professional development</i>	Therapist does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills	Therapist participation in professional development activities is limited to those that are convenient or are required	Therapist seeks out opportunities for professional development based on an individual assessment of need and/or recommendations from supervisor	Therapist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as participating in state or national conferences or for other therapists/colleagues
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4f: Showing professionalism, including integrity and confidentiality</i>	Therapist displays dishonesty in interactions with colleagues, students and the public and violates principles of confidentiality	Therapist is honest in interactions with colleagues, students and the public, plays a limited role as advocate for the student(s); and does not violate principles of confidentiality	Therapist displays high standards of honesty, integrity and confidentiality in interactions with colleagues, students, and the public and advocates for the students	Therapist can be counted on to hold the highest standards of honesty, integrity and confidentiality; is always an advocate for students taking a leadership role with colleagues
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)

Domain 1: Planning and Preparation (Domain weight 20%)

Media Specialist Evaluation Instrument				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>1a: Demonstrating knowledge of literature and current trends in library/media practice and information technology</i>	Media Specialist demonstrates little or no knowledge of literature and of current trends in practice and information technology.	Media Specialist demonstrates limited knowledge of literature and current trends in practice and information technology.	Media Specialist demonstrates thorough knowledge of literature and current trends in practice and information technology.	Drawing on extensive professional resources, Media Specialist demonstrates rich understanding of literature and current trends in information technology.
Evaluator Rating (Component Weight 4%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1b: Demonstrating knowledge of the school's program, and student information needs within that program.</i>	Media Specialist demonstrates little or no knowledge of the school's content standards, and of students' needs for information skills within those standards.	Media Specialist demonstrates basic knowledge of the school's content standards, and of students' needs for information skills within those standards.	Media Specialist demonstrates thorough knowledge of the school's content standards, and of students' needs for information skills within those standards.	Media Specialist takes a leadership role within the school and district to articulate the needs of students for information technology within the school's academic program.
Evaluator Rating (Component Weight 4%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1c: Establishing goals for the library/media program appropriate to the setting and the students served</i>	Media Specialist has no clear goals for the media program, or they are inappropriate to either the situation in the school or the age of the students.	Media Specialist's goals for the media program are rudimentary, and are partially suitable to the situation in the school and the age of the students.	Media Specialist's goals for the media program are clear and appropriate to the situation in the school and to the age of the students.	Media Specialist's goals for the media program are highly appropriate to the situation in the school and to the age of the students, and have been developed following consultations with students and colleagues.
Evaluator Rating (Component Weight 2%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>1d: Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as inter-library loan</i>	Media Specialist demonstrates little or no knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Media Specialist demonstrates basic knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Media Specialist is fully aware of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Media Specialist is fully aware of resources available for students and teachers and actively seeks out new resources from a wide range of sources to enrich the school's program.
Evaluator Rating (Component Weight 2%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1e: Planning the library/media program integrated with the overall school program (including schedule for individual classes and events such as book fairs, work in classrooms, time for locating resources)</i>	Library/media program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Media Specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Media Specialist's plan is well designed to support both teachers and students in their information needs.	Media Specialist's plan is highly coherent, taking into account the competing demands of scheduled time in the library, consultative work with teachers, and work in maintaining and extending the collection, and the plan has been developed following consultation with teachers.
Evaluator Rating (Component Weight 4%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1f: Developing a plan to evaluate the library/media program</i>	Media specialist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Media specialist has a rudimentary plan to evaluate the library/media program.	Media specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Media specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.
Evaluator Rating (Component Weight 4%)	Performance Rating			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Domain 2: The Learning Environment (Domain weight 20%)

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2a: Creating an environment of respect and rapport</i>	Interactions, both between the Media Specialist and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.	Interactions, both between the Media Specialist and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Interactions, both between Media Specialist and students and among students are polite and respectful, reflecting caring, and are appropriate to the cultural and developmental differences among groups of students.	Interactions among the Media Specialist, individual students, and classroom teachers are highly respectful, reflecting caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among students in the library.
<b>Evaluator Rating</b> (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory (0 points)</b>	<input type="checkbox"/> <b>Needs Improvement/ Developing (1 point)</b>	<input type="checkbox"/> <b>Effective (2 points)</b>	<input type="checkbox"/> <b>Highly Effective (3 points)</b>
<i>2b: Establishing a culture for investigation and love of literature</i>	Media Specialist conveys a sense that the work of seeking information and reading literature is not worth the time and energy required.	Media Specialist goes through the motions of performing the work of the position, but without any real commitment to it	Media Specialist, in interactions with both students and colleagues, conveys a sense of the importance of seeking information and reading literature.	Media Specialist, in interactions with both students and colleagues, conveys a sense of the essential nature of seeking information and reading literature. Students appear to have internalized these values.
<b>Evaluator Rating</b> (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory (0 points)</b>	<input type="checkbox"/> <b>Needs Improvement/ Developing (1 point)</b>	<input type="checkbox"/> <b>Effective (2 points)</b>	<input type="checkbox"/> <b>Highly Effective (3 points)</b>
<i>2c: Establishing and maintaining library procedures, including supervising library assistants</i>	Media center routines and procedures, (for example, for circulation of materials, working on computers, independent work) are either nonexistent or inefficient, resulting in general confusion. Library assistants are confused as to their role.	Media center routines and procedures, (for example, for circulation of materials, working on computers, independent work) have been established but function sporadically. Efforts to establish guidelines for library assistants are partially successful.	Media center routines and procedures, (for example, for circulation of materials, working on computers, independent work) have been established and function smoothly. Library assistants are clear as to their role.	Media center routines and procedures, (for example, for circulation of materials, working on computers, independent work) are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Library assistants work independently, and contribute to the success of the library.
<b>Evaluator Rating</b>	<i>Performance Rating</i>			

3

(Component Weight 2.5%)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2d: Managing student behavior</i>	There is no evidence that standards of conduct have been established, and there is little or no monitoring of student behavior. Response to student misbehavior is repressive, or disrespectful of student dignity.	It appears that the Media Specialist has made an effort to establish standards of conduct for students and tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful.	Standards of conduct appear to be clear to students, and the Media Specialist monitors student behavior against those standards. Media Specialist response to student misbehavior is appropriate and respectful to students.	Standards of conduct are clear, with evidence of student participation in setting them. Media Specialist's monitoring of student behavior is subtle and preventive, and response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
<b>Evaluator Rating</b> (Component Weight 5%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory (0 points)</b>	<input type="checkbox"/> <b>Needs Improvement/ Developing (1 point)</b>	<input type="checkbox"/> <b>Effective (2 points)</b>	<input type="checkbox"/> <b>Highly Effective (3 points)</b>
<i>2e: Organizing physical space – organized for smooth flow, adequate space for different activities, effective signage, and attractive displays.</i>	Media Specialist makes poor use of the physical environment, resulting in poor traffic flow, confusing signage, and inadequate space devoted to work areas and computer use, and general confusion.	Media Specialist's efforts to make use of the physical environment are uneven, resulting in occasional confusion.	Media Specialist makes effective use of the physical environment, resulting in good traffic flow, clear signage, and adequate space devoted to work areas and computer use.	Media Specialist makes highly effective use of the physical environment, resulting in clear signage, excellent traffic flow, and adequate space devoted to work areas and computer use. In addition, book displays are attractive and inviting.
<b>Evaluator Rating</b> (Component Weight 2.5%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory (0 points)</b>	<input type="checkbox"/> <b>Needs Improvement/ Developing (1 point)</b>	<input type="checkbox"/> <b>Effective (2 points)</b>	<input type="checkbox"/> <b>Highly Effective (3 points)</b>

**Domain 3: Delivery of Service (Domain Weight 40%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3a: Maintaining and extending the library collection in accordance with the school's needs, and within budget limitations, and including a periodic inventory, repairs, weeding out, etc.</i>	Media Specialist fails to adhere to district or professional guidelines in selecting materials for the collection, and does not periodically purge the collection of outdated material. Collection is unbalanced among different areas.	Attempts by the Media Specialist to adhere to district or professional guidelines in selecting materials, to weeding the collection, and to establishing balance, are partially successful.	Media Specialist adheres to district or professional guidelines in selecting materials for the collection, and periodically purges the collection of outdated material. Collection is balanced among different areas.	Media Specialist selects materials for the collection thoughtfully, and in consultation with teaching colleagues, and periodically purges the collection of outdated material. Collection is balanced among different areas.
<b>Evaluator Rating</b> (Component Weight 7%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3b: Collaborating with teachers in the design of instructional units and lessons</i>	Media Specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.	Media Specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Media Specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Media Specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
<b>Evaluator Rating</b> (Component Weight 9%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3c: Engaging students in enjoying literature and learning information skills</i>	Students are not engaged in enjoying literature and in learning information skills because of poor design of activities, poor grouping strategies, or inappropriate materials.	Some students are engaged in enjoying literature and in learning information skills due to uneven design of activities, grouping strategies, or partially appropriate materials.	Students are engaged in enjoying literature and learning information skills due to effective design of activities, grouping strategies, and appropriate materials.	Students are highly engaged in enjoying literature and in learning information skills and take initiative in ensuring the engagement of their peers.
<b>Evaluator Rating</b> (Component Weight 9%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

<i>3d: Assisting students and teachers in the use of technology in the media center</i>	Media Specialist declines to assist students and teachers in the use of technology in the media center.	Media Specialist assists students and teachers in the use of technology in the library when specifically asked to do so.	Media Specialist initiates sessions to assist students and teachers in the use of technology in the media center.	Media Specialist is proactive in initiating sessions to assist students and teachers in the use of technology in the media center.
<b>Evaluator Rating</b> (Component Weight 7%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3e: Demonstrating flexibility and responsiveness</i>	Media Specialist adheres to the plan, in spite of evidence of its inadequacy.	Media Specialist makes modest changes in the library program when confronted with evidence of the need for change.	Media Specialist makes revisions to the library program when they are needed.	Media Specialist is continually seeking way to improve the media program, and makes changes as needed in response to student, parent, or teacher input.
<b>Evaluator Rating</b> (Component Weight 8%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 4: Professional Responsibilities (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4a: Reflecting on practice</i>	Media Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Media Specialist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved	Media Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Media Specialist makes some specific suggestions as to how the media program might be improved.	Media Specialist's reflection is highly accurate and perceptive, citing specific examples. Media Specialist draws on an extensive repertoire to suggest alternative strategies and their likely success.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4b: Preparing and submitting budgets</i>	Media Specialist ignores teacher requests when preparing and	Media Specialist's efforts to prepare reports and budgets are	Media Specialist honors teacher requests when	Media Specialist anticipates teacher needs when preparing

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	submitting reports and budgets, or does not follow established procedures. Inventories and reports are routinely late.	partially successful, responding sometimes to teacher requests and following procedures. Inventories and reports are sometimes submitted on time.	preparing reports and budgets, and follows established procedures. Inventories and reports are submitted on time.	reports and budgets, follows established procedures, and suggests improvements to those procedures. Inventories and reports are submitted on time.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4c: Communicating with the community</i>	Media Specialist makes no effort to engage in outreach efforts to parents or community.	Media Specialist makes sporadic efforts to engage in outreach efforts to parents or community.	Media Specialist engages in outreach efforts to school parents and community.	Media Specialist is proactive in reaching out to parents and community, and establishing contact with outside libraries, coordinating efforts for mutual benefit.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4d: Participating in a professional community</i>	Media Specialist's relationships with colleagues are negative or self-serving, and the specialist avoids being involved in school and district events and projects.	Media Specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	Media Specialist participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues.	Media Specialist makes a substantial contribution to school and district events and projects, and assumes leadership with colleagues.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4e: Engaging in professional development</i>	Media Specialist does not participate in professional development activities,	Media Specialist participation in professional development activities is limited to those that	Media Specialist seeks out opportunities for professional development based on an	Media Specialist actively pursues professional development opportunities, and makes a

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	even when such activities are clearly needed, for the enhancement of skills.	are convenient or are required.	individual assessment of need and/or recommendations from supervisor.	substantial contribution to the profession through activities such as offering workshops to colleagues.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality</i>	Media Specialist displays dishonesty in interactions with colleagues, students, and the public, and violates copyright laws.	Media Specialist is honest in interactions with colleagues, students, and the public, and respects copyright laws.	Media Specialist displays high standards of honesty and integrity in interactions with colleagues, students, and the public, and adheres carefully to copyright laws.	Media Specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in ensuring there is no plagiarism or violation of copyright laws.
<b>Evaluator Rating</b> (Component Weight 3%)	<i>Performance Rating</i>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 1: Planning and Preparation** (Domain weight 20%)

<u>Psychologist Evaluation Instrument</u>				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students</i>	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses psychological instruments that are most appropriate to referral question.	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1b: Demonstrating knowledge of child and adolescent development and psychopathology</i>	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations on the typical patterns.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1c: Establishing goals for the psychology program appropriate to the setting and the students served</i>	Psychologist has no clear goals for the psychology program, or they are inappropriate to either the situation or the age of the students.	Psychologist's goals for the program are rudimentary, and are partially suitable to the situation and the age of the students.	Psychologist's goals for the program are clear and appropriate to the situation in the school and to the age of the students.	Psychologist's goals for the program are highly appropriate to the situation in the school and to the age of the students, and have been developed following consultations with students, parents, and colleagues.
<b>Evaluator Rating</b> (Component Weight 2%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1d. Demonstrating knowledge of state and federal regulations, and resources within and beyond the school and district,</i>	Psychologist demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.	Psychologist displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and resources for students available through the school or district, and some familiarity with resources external to the district.	Psychologist's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district, and in the community.
<b>Evaluator Rating</b>	<i>Performance Rating</i>			

<u>Psychologist Evaluation Instrument</u>				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
(Component Weight 2%)	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1e: Planning the psychology program, integrated with the regular school program, to meet the needs of individual students, including prevention</i>	Program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Psychologist has developed a plan that includes the important aspects of work in the setting.	Psychologist's plan is highly coherent and preventive, and serves to support students individually, within the broader educational program.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)
<i>1f: Developing a plan to evaluate the psychology program</i>	Psychologist has no plan to evaluate the program, or resists suggestions that such an evaluation is important.	Psychologist has a rudimentary plan to evaluate the psychology program.	Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence, and a clear path towards improving the program on an ongoing basis.
<b>Evaluator Rating</b> (Component Weight 4%)	<i>Performance Rating</i>			
	<input type="checkbox"/> <b>Unsatisfactory</b> (0 points)	<input type="checkbox"/> <b>Needs Improvement/ Developing</b> (1 point)	<input type="checkbox"/> <b>Effective</b> (2 points)	<input type="checkbox"/> <b>Highly Effective</b> (3 points)

**Domain 2: The Environment** (Domain weight 20%)

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2a: Establishing rapport with students, using interpersonal skills, such as empathy to establish trust and reduce anxiety</i>	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing center.	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing center.	Students seek out the psychologist, reflecting a high degree of comfort and trust in the relationship.
<b>Evaluator Rating</b> (Component weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2b: Establishing a culture for positive mental health throughout the school</i>	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health in the school among students and teachers are partially successful.	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers.	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students.
<b>Evaluator Rating</b> (Component weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2c: Establishing and maintaining clear procedures for referrals</i>	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Psychologist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meetings and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone, and have been developed in consultation with teachers and administrators.
<b>Evaluator Rating</b> (Component Weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2d: Establishing standards of conduct in the testing center</i>	No standards of conduct have been established and psychologist disregards or fails to address negative student behavior during in evaluation.	Standards of conduct appear to have been established in testing center. Psychologist's attempts to monitor and correct student negative behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing center. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the testing center. Psychologist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
<b>Evaluator Rating</b> (Component weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2e: Organizing physical space for testing of students and storage of materials</i>	The testing center is disorganized, and poorly suited for student evaluations. Materials are not stored in a secure location, and are difficult to find when needed.	Materials in the testing center are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing center is well organized; materials are stored in a secure location and are available when needed.	The testing center is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.
<b>Evaluator Rating</b> (Component Weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 3: Delivery of Service (Domain weight 40%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3a: Responding to referrals, consulting with teachers and administrators</i>	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral.
<b>Evaluator Rating</b> (Component Weight 9%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3b: Evaluating student needs in compliance with NASP guidelines</i>	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines..	Psychologist attempts to administer appropriate evaluation instruments to students, but does not always follow established timelines and safeguards.	Psychologist administers appropriate evaluation instruments to students, and ensures that all procedures and safeguards are faithfully adhered to.	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions, and conducts information sessions with colleagues to ensure that they fully understand and comply with procedural timelines and safeguards.
<b>Evaluator Rating</b> (Component Weight 11%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3c: Planning interventions to maximize students' likelihood of success</i>	Psychologist fails to plan interventions suitable to students, or mismatched with the findings of the assessments.	Psychologist's plans for students are partially suitable for them, or sporadically aligned with identified needs.	Psychologist's plans for students are suitable for them, and are aligned with identified needs.	Psychologist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
<b>Evaluator Rating</b> (Component Weight 10%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3d: Maintaining contact with physicians and community mental health service providers</i>	Psychologist declines to maintain contact with physicians and community service mental health service providers.	Psychologist maintains occasional contact with physicians and community service mental health service providers.	Psychologist maintains ongoing contact with physicians and community service mental health service providers.	Psychologist maintains ongoing contact with physicians and community service mental health service providers and initiates contacts when needed.
<b>Evaluator Rating</b> (Component Weight 6%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3e: Demonstrating flexibility and responsiveness in providing services</i>	Psychologist adheres to his or her plan, in spite of evidence of its inadequacy or conflicting evidence	Psychologist makes modest changes in the program/plan when confronted with evidence of the need for change.	Psychologist makes revisions in the program/ service recommendations when it is needed.	Psychologist is continually seeking way to improve the service plan, and makes changes as needed in response to student, parent, or teacher input.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 4: Professional Responsibilities (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4a: Reflecting on practice</i>	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved	Psychologist's reflection provides an accurate, objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful, for at least some students. Psychologist draws on an extensive repertoire to suggest alternative strategies.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 1: Planning and Preparation (Domain weight 20%)**

<b>Teacher on Special Assignment Evaluation Instrument</b>				
Staffing Specialist, Child Find Specialist, Transition Specialist, Other				
Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>1a: Demonstrating knowledge of current trends in specialty area and professional development</i>	TSA demonstrates little or no familiarity with specialty area or trends in professional development.	TSA demonstrates basic familiarity with specialty area and trends in professional development.	TSA demonstrates thorough knowledge of specialty area and trends in professional development.	TSA's knowledge of specialty area and trends in professional development is wide and deep; TSA is regarded as an expert by colleagues.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1b: Demonstrating knowledge of the school's program, and levels of teacher skill in delivering that program</i>	TSA demonstrates little or no knowledge of the school's program or of teacher skill in delivering that program.	TSA demonstrates basic knowledge of the school's program and of teacher skill in delivering that program.	TSA demonstrates thorough knowledge of the school's program and of teacher skill in delivering that program.	TSA is deeply familiar with the school's program, and works to shape its future direction and actively seeks information as to teacher skill in that program.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served</i>	TSA has no clear goals for the instructional support program or they are inappropriate to either the situation or the needs of the staff.	TSA's goals for the instructional support program are rudimentary and are partially suitable to the situation and the needs of the staff.	TSA's goals for the instructional support program are clear and are suitable to the situation and the needs of the staff.	TSA's goals for the instructional support program are highly appropriate to the situation and the needs of the staff. They have been developed following consultations with administrators, parents, and colleagues.
<b>Evaluator Rating</b> (Component Weight 2%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

<i>1d: Demonstrating knowledge of resources, both within and beyond the school and district</i>	TSA demonstrates little or no knowledge of resources available in the school or district for teachers to advance their skills.	TSA demonstrates basic knowledge of resources available in the school and district for teachers to advance their skills.	TSA is fully aware of resources available in the school and district and in the professional community for teachers to advance their skills.	TSA actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.
<b>Evaluator Rating</b> (Component Weight 2%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1e: Planning the instructional support program, integrated with the overall school program</i>	Instructional support program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	TSA's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	TSA's plan is well designed to support teachers in the improvement of their instructional skills.	TSA's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and the plan has been developed following consultation with administrators and teachers.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>1f: Developing a plan to evaluate the instructional support program.</i>	TSA has no plan to evaluate the program, or resists suggestions that such an evaluation is important.	TSA has a rudimentary plan to evaluate the instructional support program.	TSA's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	TSA's evaluation plan is highly sophisticated, with imaginative sources of evidence, and a clear path towards improving the program on an ongoing basis.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 2: The Learning Environment (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>2a: Creating an environment of trust and respect</i>	Teachers are reluctant to request assistance from TSA, fearing that it will be treated as a sign of deficiency.	Relationships with the TSA are cordial; teachers don't resist initiatives established by the TSA.	Relationships with the TSA are respectful, with some contacts initiated by teachers, parents or community.	Relationships with the TSA are highly respectful and trusting, with many contacts initiated by teachers, parents or community.
<b>Evaluator Rating</b> (Component Weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory</b>	<b>Needs Improvement/ Developing</b>	<b>Effective</b>	<b>Highly Effective</b>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
	(0 points)	Developing (1 point)	(2 points)	(3 points)
<i>2b: Establishing a culture for ongoing instructional improvement</i>	TSA conveys the sense that the work of improving instruction is externally mandated, and is not important to school improvement.	Teachers do not resist the offerings of support from the TSA.	TSA promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skill.	TSA has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the TSA.
<b>Evaluator Rating</b> (Component Weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2c: Establishing clear procedures for teachers to gain access to instructional support</i>	When teachers want to access assistance from the TSA, they are not sure how to go about it.	Some procedures (for example registering for workshops) are clear to teachers, whereas others (for example receiving informal support) are not.	TSA has established clear procedures for teachers to use in gaining access to support.	Procedures for access to instructional support are clear to all teachers and have been developed following consultation with administrators and teachers.
<b>Evaluator Rating</b> (Component Weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2d: Establishing and maintaining norms of behavior for professional interactions</i>	No norms of professional conduct have been established; teachers are frequently disrespectful in their interactions with one another.	TSA's efforts to establish norms of professional conduct are partially successful.	TSA has established clear norms of mutual respect for professional interaction.	TSA has established clear norms of mutual respect for professional interaction. Teachers ensure that their colleagues adhere to these standards of conduct.
<b>Evaluator Rating</b> (Component Weight 5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>2e: Organizing physical space for workshops or training, including use of training equipment, arrangement of furniture for visual access, traffic flow, and match between the physical arrangement and workshop activities.</i>	TSA makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities.	The physical environment does not impede workshop activities.	TSA makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	TSA makes highly effective use of the physical environment, with participants contributing to the physical arrangement.
<b>Evaluator Rating</b> (Component Weight 2.5%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 3: Delivery of Service (Domain weight 40%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>3a: Collaborating with teachers in the design of instructional units and lessons</i>	TSA declines to collaborate with classroom teachers in the design of instructional lessons and units.	TSA collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	TSA initiates collaboration with classroom teachers in the design of instructional lessons and units.	TSA initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
<b>Evaluator Rating</b> (Component Weight 9%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3b: Engaging teachers in learning new instructional skills</i>	Teachers decline opportunities to engage in professional learning.	TSA's efforts to engage teachers in professional learning are partially successful, with some participating.	All teachers are engaged in acquiring new instructional skills.	Teachers are highly engaged in acquiring new instructional skills and take initiative in suggesting new areas for growth.
<b>Evaluator Rating</b> (Component Weight 11%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3c: Sharing expertise with staff, (for example: through teaching model lessons, presenting workshops, facilitating study group, chairing meetings)</i>	TSA's efforts to share expertise are of poor quality or are not appropriate to the needs of the participants.	The quality of the TSA's efforts to share expertise is mixed, with some of them being appropriate to the needs of the participants.	The quality of the TSA's efforts to share expertise is uniformly high, and appropriate to the needs of the participants.	The quality of the TSA's efforts to share expertise is uniformly high, and appropriate to the needs of the participants. The TSA conducts extensive follow-up work with participants.
<b>Evaluator Rating</b> (Component Weight 10%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3d: Locating resources for teachers to support instructional improvement</i>	TSA fails to locate resources for instructional improvement, even when specifically requested to do so.	TSA's efforts to locate resources for instructional improvement are partially successful, reflecting incomplete knowledge of what is available.	TSA locates resources for instructional improvement when asked to do so.	TSA is highly proactive in locating resources for instructional improvement, anticipating their needs.

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<b>Evaluator Rating</b> (Component Weight 6%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>3e: Demonstrating flexibility and responsiveness</i>	TSA adheres to the plan, in spite of evidence of its inadequacy.	TSA makes modest changes in the support program when confronted with evidence of the need for change.	TSA makes revisions to the support program when they are needed.	TSA is continually seeking ways to improve the support program and makes changes as needed in response to student, parent, or teacher input.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

**Domain 4: Professional Responsibilities (Domain weight 20%)**

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4a: Reflecting on practice</i>	TSA does not reflect on practice, or the reflections are inaccurate or self-serving.	TSA's reflection on practice is moderately accurate and objective without, citing specific examples and with only global suggestions as to how it might be improved.	TSA's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. TSA makes some specific suggestions as to how the support program might be improved.	TSA's reflection is highly accurate and perceptive, citing specific examples. TSA draws on an extensive repertoire to suggest alternative strategies, accompanied by a prediction of the likely consequences of each.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4b: Maintaining records, and submitting them in a timely fashion</i>	TSA's reports, records and documentation are missing, late, or inaccurate, resulting in confusion.	TSA's reports, records and documentation are generally accurate, but are occasionally late.	TSA's reports, records and documentation are accurate, and are submitted in a timely manner.	TSA's approach to record-keeping is highly systematic and efficient, and serves as a model for colleagues in other schools.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4c: Coordinating work with other TSAs and support staff</i>	TSA makes no effort to collaborate with other TSAs and	TSA responds positively to the efforts of other TSAs and	TSA initiates efforts to collaborate with other TSAs and	TSA takes a leadership role in coordinating projects with other

5

	support staff within the district.	support staff within the district to collaborate.	support staff within the district.	TSAs and support staff within and beyond the district.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Component	Unsatisfactory	Needs Improvement/ Developing	Effective	Highly Effective
<i>4d: Participating in a professional community</i>	TSA's relationships with colleagues are negative or self-serving, and the TSA avoids being involved in school and district events and projects.	TSA's relationships with colleagues are cordial, and the TSA participates in school and district events and projects when specifically requested.	TSA participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues.	TSA makes a substantial contribution to school and district events and projects, and assumes a leadership role with colleagues.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4e: Engaging in professional development</i>	TSA does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	TSA participation in professional development activities is limited to those that are convenient or are required.	TSA seeks out opportunities for professional development based on an individual assessment of need and/or recommendations from supervisor.	TSA actively pursues professional development opportunities, and makes a substantial contribution to the profession through such activities as participating in state or national conferences for other TSAs.
<b>Evaluator Rating</b> (Component Weight 3%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
<i>4f: Showing professionalism, including integrity and confidentiality</i>	TSA displays dishonesty in interactions with colleagues, and violates principles of confidentiality.	TSA is honest in interactions with colleagues, and respects principles of confidentiality.	TSA displays high standards of honesty and integrity in interactions with colleagues, and respects principles of confidentiality.	TSA can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in respecting the principles of confidentiality.
<b>Evaluator Rating</b> (Component Weight 4%)	<b>Performance Rating</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>
	<b>Unsatisfactory (0 points)</b>	<b>Needs Improvement/ Developing (1 point)</b>	<b>Effective (2 points)</b>	<b>Highly Effective (3 points)</b>

## Pre-Observation Conference Questions

### Learning Goals and Objective

**1. What is/are your lesson objectives? (Components 1A, 1C)**

- Why did you choose these goal(s) and objective(s)?
- Where are you in relation to presenting this initial content and mastery?
- How do you plan to communicate the learning objective to the students?
- How are you segmenting the learning?
- How much time are you spending on the goal(s) and objective(s)?

**2. How is/are the lesson objective(s) aligned with state curriculum standards/CCSS? (Components 1A, 1C)**

**3. What data did you use to design this lesson? How did the data influence the planning of this lesson? (Components 1B, 1C, 1F)**

- What kind of prerequisite skills do the students need for this lesson?
- What sources of student data did you use to determine student performance levels?
- How do you become familiar with students' background knowledge, skill levels, experiences, and cultural resources?
- Why are these concepts and habits appropriate to the students' learning needs?
- What difficulties or misunderstandings might students have? How have you planned for those?
- What are some of the ways that you will make the learning relevant to students?

### ASSESSMENT

**4. How will you know if your lesson objective(s) was/were achieved? (Components 1F)**

- How do you plan to provide feedback to the students?
- How will the students be assessed by both the teacher and by the students themselves?
- How will accomplishment be recognized?
- Where have you built in time for student reflection and self-assessment in your lesson?
- What are some of the text-based questions you plan to ask during the lesson?
- How do you expect students to respond to questions- Whole Class? Individual?
- How do you ensure that you call on all students?
- Are there opportunities in the lesson for students to generate questions that would encourage them to think?

## INSTRUCTION

### 5. What teaching strategies will you use to teach this lesson? (Components 1A, 1D)

- How will you model or explain clear expectation for the students' learning?
- How will each activity promote rigorous thinking?
- How will students be grouped for learning? How is the grouping related to the intended concepts?
- How will differentiated assistance be provided to individual students, struggling students as well as those needing an extra challenge?
- How will you know when to move from one activity to the next?
- Are there parts of the lesson where you have planned to invoke curiosity, exploration, and discovery?
- Are you using visual aids to help enhance student understanding?
- Choose one activity and talk about the way you plan on presenting this to your students.

### Why did you use these strategies and resources? (Components 1A, 1B, 1D)

- What theories of teaching and learning support this lesson design?

## CONNECTING LEARNING

### 6. What is the academic relationship between this lesson with past or future lessons (Why this lesson? Why now?) (Components 1A, 1E)

- How are you planning to connect what the students will learn to what they have previously learned?
- How will you determine the students' retention and ongoing application of learning from this lesson?

## OTHER

### 7. Please explain any special situations or circumstances of which the observer might need to be aware?

### 8. The observer will provide feedback on this lesson. Are there specific areas you would like the observer to look for/focus on?

