

## TABLE OF CONTENTS

Article 1	PARTIES TO AGREEMENT.....	1
Article 2	RIGHTS AND PRIVILEGES OF PARTIES.....	3
Article 3	NEGOTIATION PROCEDURE.....	6
Article 4	GRIEVANCE PROCEDURE.....	7
Article 5	TEACHING CONDITIONS.....	11
Article 6	TEACHER AUTHORITY AND PROTECTION.....	15
Article 7	NONDISCRIMINATION.....	17
Article 8	SENIORITY .....	18
Article 9	GENERAL EMPLOYMENT PRACTICES.....	19
Article 10	TEACHER ASSESSMENT.....	29
Article 11	PROVISIONS FOR LEAVES .....	32
Article 12	PERSONAL AND ACADEMIC FREEDOM .....	48
Article 13	WORK YEAR .....	49
Article 14	BENEFITS.....	53
Article 15	COMPENSATION .....	56
Article 16	PARTICIPATORY DECISION MAKING .....	61
Article 17	ALCOHOL- AND DRUG-FREE WORKPLACE.....	62
Article 18	MISCELLANEOUS .....	64
Article 19	DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT .....	65
Appendix	2009-10 INSTRUCTIONAL SALARY SCHEDULE.....	67
Appendix	2009-10 SUPPLEMENTAL SALARY SCHEDULE.....	68
Appendix	MEMORANDUM OF UNDERSTANDING .....	74
Appendix	GRIEVANCE REPORT FORM.....	75
Appendix	FINAL PERFORMANCE ASSESSMENT - INSTRUCTIONAL .....	76
Appendix	BONUS POINTS CHECKLIST .....	77
Appendix	PROFESSIONAL DEVELOPMENT PLAN.....	78
	INDEX.....	79

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## ARTICLE 1

### PARTIES TO AGREEMENT

1 **1.01 - PARTIES:** This Agreement is entered into by and between The School Board of Lee  
2 County and The Teachers Association of Lee County in compliance with the provisions of  
3 Chapter 447, Florida Statutes, and shall continue in effect as specified in the article on Duration,  
4 Acceptance and Reopening of Agreement.

5 **1.02 - CERTIFICATION:** Pursuant to the provisions of Chapter 447, Florida Statutes, The  
6 School Board of Lee County recognizes that The Teachers Association of Lee County has been  
7 certified by the Florida Public Employees Relations Commission as the sole and exclusive  
8 collective bargaining agent for all employees in the union described herein with respect to  
9 wages, hours and terms, and conditions of employment (PERC Case No. 8HRC-754-1040,  
10 Certification No. 144).

11 **1.03 - BARGAINING UNIT:** Those included in the bargaining unit are: all full-time, certified  
12 instructional personnel which term shall include any employee employed in a position requiring  
13 a certificate whether or not such employee holds a certificate: including but not limited to: all  
14 classroom teachers, media specialists, itinerant instructional personnel, school psychologists,  
15 visiting teachers, social workers, school counselors, R.N. school nurses and occupational  
16 specialists employed by the employer.

17 **1.04 - EXCLUSIONS:** Those excluded from the bargaining unit are: all other employees  
18 including but not limited to: supervisory employees, all managerial/confidential employees,  
19 superintendent, associate superintendents, assistant superintendents, principals, assistant  
20 principals, deans, full-time directors, assistant directors, open-end contract teachers, consultants  
21 and coordinators.

#### 22 **1.05 - DEFINITIONS:**

23 **Board:** For the purpose of this Agreement, the term *Board* shall mean The School Board of Lee  
24 County.

25 **Association:** For the purpose of this Agreement, the term *Teacher* shall mean those persons in  
26 the bargaining unit.

27 **Full-Time Teacher:** A teacher who works twenty (20) or more hours per work week.

28 **Superintendent:** For the purpose of this Agreement, the term *Superintendent* shall mean the  
29 Superintendent of Schools or his/her designee.

30 **Principal:** For the purpose of this Agreement, the term *Principal* shall mean the primary  
31 administrator of a school or his/her designee.

- 1 **Immediate Supervisor:** For the purpose of this Agreement, the term *immediate supervisor* shall  
2 mean:
- 3 (a) In any school, the immediate supervisor is deemed to be the building principal or  
4 acting principal in his/her absence. Teachers shall be notified of the identity of the  
5 designee(s).
- 6 (b) In the case of a teacher serving more than one school, the immediate supervisor shall  
7 be deemed to be the principal(s) with whom the grievance has been filed.
- 8 (c) In the case of a member of the bargaining unit not assigned to an individual school, the  
9 immediate supervisor is deemed to be the coordinator or the director by whom the  
10 employee is evaluated.
- 11 **Involuntary Transfer:** A teacher who is transferred from one school building or site to another.
- 12 **Surplus:** A teacher who does not have a position at his/her assigned home school(s), or site(s)  
13 due to a reduction in the number of teachers assigned to that school or program.
- 14 **Reassignment:** A teacher who is moved within a school.

## ARTICLE 2

### RIGHTS AND PRIVILEGES OF PARTIES

1 **2.01 - TEACHER RIGHTS:** Nothing contained herein shall be construed to deny or restrict any  
2 teacher any rights he/she may have under the Constitution and Laws of the United States and of  
3 the State of Florida.

4 **2.02 - MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, the  
5 Superintendent, the principals and other administrative personnel of the school system, without  
6 limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as  
7 conferred upon and vested in them by the Constitution and the Laws and Regulations of the  
8 United States and of the State of Florida, and the Policies of The School Board of Lee County,  
9 without any such exercise being made the subject of a grievance or arbitration proceeding here-  
10 under except as otherwise provided in this Agreement.

11 **2.03 - PUBLIC RECORDS:** Upon receipt of a written request identifying each specific public  
12 record desired by the Association, the Board shall make available such public records as defined  
13 by Chapter 119, Florida Statutes, to be "Public Records" Inspection. Examination and the cost of  
14 duplication of such "Public Records" of the Board shall be in accordance with the provisions of  
15 Chapter 119, Florida Statutes.

16 **2.04 - FACILITIES:** When approved as provided by policies of the Board, the Association shall  
17 have the privilege of using school facilities and equipment.

18 **2.05 - BOARD AGENDA:** A copy of the agenda for each regular meeting of the Board shall be  
19 available to the Association at least 7 days before the Board meeting and a copy of the minutes  
20 of such meetings shall be available to the Association after approval by the Board.

21 **2.06 - TEACHER DIRECTORY:** Upon request, the Association shall be provided with ten  
22 (10) copies of the current annual teacher directory.

23 **2.07 - BULLETIN BOARDS:** The Association shall have the exclusive privilege as the labor  
24 organization for teachers of posting notices of Association meetings and other materials as  
25 approved under Provision 2.08 on bulletin board space exclusively assigned to the Association  
26 for this purpose by the principal of each school. Such notices shall consist of time, date and place  
27 at which a meeting will be held. The Association shall provide a copy of each notice to the  
28 principal or his/her designee prior to each meeting.

29 **2.08 - MAILBOXES:** The Association shall have the exclusive privilege as the labor  
30 organization for teachers, through its representative, of distributing notices of Association  
31 meetings in teacher mailboxes in schools. Such notices shall consist of the time, date and place at  
32 which a meeting will be held. In addition to notices of Association meetings, other materials  
33 such as Association newsletters, which relate to wages, hours, terms and conditions of  
34 employment of teachers, and do not advertise or otherwise promote the interests or cause of any

1 commercial, political or non-school agency, individual or organization, may be distributed in  
2 teacher mailboxes in schools. A copy of all materials placed in teacher mailboxes shall be given  
3 by the Association to the office of the Superintendent prior to each distribution. The Association  
4 shall provide a copy of all materials with a notice for distribution from the Superintendent's  
5 office to the principal or his/her designee prior to placement in mailboxes. The Association shall  
6 have the use of the intra-school mail service for the delivery of notices of meetings to school  
7 centers. This use is contingent upon the Board's receipt of an indemnification agreement from  
8 the Association, holding the Board harmless from all fines and attorney's fees resulting from any  
9 litigation on this issue. The Association's delivery location shall be the Board's central  
10 mailroom. A copy of each notice of Association meeting shall be subject to approval by the  
11 Superintendent prior to each distribution.

12 **2.09 - PAYROLL DEDUCTIONS:** Teachers shall have the right to request and be allowed  
13 dues and Association Insurance Program deductions provided that dues deduction and the  
14 proceeds thereof shall not be allowed if the Association has lost its rights to dues deduction  
15 pursuant to Chapter 447, Florida Statutes. Upon receipt of a properly executed authorization card  
16 from each teacher involved, on a form approved by the Board, the Board shall deduct from the  
17 teacher's paycheck the amount that the teacher has agreed to pay the Association. These  
18 deductions shall remain in effect unless such authorization is revoked by the teacher upon thirty  
19 (30) days' written notice to the Board and to the Association. Dues deduction authorization cards  
20 must be presented to the Payroll Department six (6) work days before the pay period in which  
21 the deduction begins. Any teacher who has requested deductions and who leaves the employment  
22 of the School District or terminates his/her authorization for payroll deductions shall not be  
23 required to pay any further amounts to the Association. Any dispute as to the amount deducted  
24 shall be solely between the Association and the teacher involved. The Association and the  
25 individual teacher shall hold the School Board harmless for any liability arising from the  
26 deductions as certified by the Association. There shall be a charge of five cents (\$.05) per check  
27 per member for the above deductions to be paid for by the Association.

28 **2.10 - BUILDING ACCESS:** Designated representatives of the Association shall have the  
29 exclusive right as the labor organization for teachers to visit schools to conduct necessary  
30 Association business. Immediately upon arrival at any school facility, such representative shall  
31 make his/her presence known to the principal or designee and shall indicate the purpose of such  
32 business. In no event shall such representative in any way interfere with the instructional  
33 program or in any manner interrupt the performance of job responsibilities of any teacher or  
34 other District employee. It shall be the right of the principal to determine that such activity does  
35 not interfere with the school program.

36 **2.11 - ASSOCIATION LEAVE:** The president of the Association may be granted personal  
37 leave for the school year(s) of his/her term of office. Such leave shall be granted with the same  
38 privilege and benefits approved with personal leave for other employees.

39 **2.111** - The president of the Association and/or his/her designee may be allowed to take up to a  
40 total of forty (40) days leave per year to conduct necessary Association business provided written  
41 request thereof is submitted in advance to the Superintendent. The full cost of the certified  
42 substitute rate of pay shall be paid by the Association for each day of Association leave

1 requested when the leave request is processed. No more than ten (10) days may be used by any  
2 one person.

3 **2.12 - FACULTY MEETINGS:** Upon request by the Association representative, the building  
4 principal will announce during the faculty meeting that the representative will make  
5 announcements concerning Association business at the close of the meeting. Attendance during  
6 the representative's announcements shall be voluntary.

7 **2.13 - CONSULTATION:** The Association may request a consultation with the Superintendent  
8 for the purpose of seeking clarification and improving communication in areas affecting terms or  
9 conditions of employment. Such consultation shall be initiated by a written request to the  
10 Superintendent. A proposed agenda shall be submitted by the Association at the time of the  
11 request. The meeting shall be set at a time that will not require employment of a substitute.

## ARTICLE 3

### NEGOTIATION PROCEDURE

1 **3.01 - MEETING PLACE, TIME, AND AGENDA:** The meeting place, time and agenda for  
2 each collective bargaining session shall be as agreed upon by the Superintendent and the  
3 Association's designated representative.

4 **3.02 - TENTATIVE AGREEMENTS:** Articles tentatively agreed upon at the table shall be  
5 signed by both parties.

6 **3.03 - SUCCESSOR AGREEMENT:** The length of this contract is one (1) year (2009-2010).  
7 The parties agree to commence negotiations for a successor agreement no later than March 1,  
8 2010. The parties agree to use the Interest Based process. The Labor/Management Committee  
9 shall meet in February 2010 to determine the design, training and schedule for bargaining.  
10 Bargaining Unit team members shall receive temporary duty leave as required for these  
11 purposes.

12 **3.04 - RATIFICATION:** No final agreement between the parties may be executed without  
13 ratification by a majority of the Board and by a majority of those voting from the bargaining unit.  
14 Within fifteen (15) days following tentative agreement between the negotiating teams, the  
15 Association shall submit the full agreement to the members of the bargaining unit for ratification  
16 or rejection. The Superintendent shall promptly submit the full agreement to the Board for  
17 consideration and ratification or rejection.

18 **3.05 - PROCEDURE IN CASE OF NONRATIFICATION:** Should either the bargaining unit  
19 or Board membership not ratify the tentative agreement, meetings between the negotiating teams  
20 must be convened within twenty (20) days. This section shall not apply if impasse is invoked.

21 **3.06 - IMPASSE:** Impasse may occur only as provided for in Chapter 447, Florida Statutes.



## ARTICLE 4

### GRIEVANCE PROCEDURE

1 **4.01 - DEFINITION:** A grievance is defined as a claim by a teacher, by name, or a group of  
2 teachers, by name, that there has been a violation, misinterpretation or misapplication of any  
3 provision of this Agreement. A grievance shall be processed as hereinafter provided.

4 **4.02 - REPRESENTATION:** All members within the bargaining unit may have the right to be  
5 represented by the Association in the determination of a grievance. Nothing herein shall be  
6 construed to mandate Association representation of a bargaining unit member who is not also a  
7 member of the Association. However, nothing in this part shall be construed to prevent any  
8 member of the bargaining unit from presenting his/her own grievance in person or by legal  
9 counsel and having such grievance adjusted without the intervention of the bargaining agent if  
10 the adjustment is not inconsistent with the terms of this Agreement, and if the Association has  
11 been given the opportunity to be present at any meeting called for the resolution of such  
12 grievances.

13 **4.03 - DEFINITION (Immediate Supervisor):** For the purpose of administering the grievance  
14 procedure, the term immediate supervisor is defined as follows:

15 **4.031:** In any school, the immediate supervisor is deemed to be the building principal or acting  
16 principal in his/her absence.

17 **4.032:** In the case of a teacher serving more than one school, the immediate supervisor shall be  
18 deemed to be the principal(s) with whom the grievance has been filed.

19 **4.033:** In the case of a member of the bargaining unit not assigned to an individual school, the  
20 immediate supervisor is deemed to be the coordinator or the director by whom the teacher is  
21 evaluated.

22 **4.04 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at  
23 any time and at any step of this procedure provided; however, that same grievance may not be  
24 filed a second time by the same party.

25 **4.05 - WORKING DAYS:** For the purpose of this grievance procedure, working days are  
26 defined as those days, Monday through Friday, exclusive of holidays as provided by the  
27 instructional personnel and county staff calendars of The School Board of Lee County.

28 **4.06 - DATE OF DISPOSITION:** The date of disposition shall be the date on which the  
29 supervisor delivers the disposition to the grievant or the date of postmark in those instances  
30 where delivery is by U.S. Mail.

31 **4.07 - INFORMAL GRIEVANCE PROCEDURE:** In the event that a teacher believes that  
32 there is a basis for a grievance, he/she shall, within ten (10) working days of the alleged  
33 violation, or within ten (10) working days of the date of the teacher's proven knowledge of such

1 violation, first discuss it in an informal manner with his/her immediate supervisor, either  
2 personally or accompanied by an Association representative, if the grievant so chooses. In the  
3 event that the grievant chooses to have an Association representative present, the grievant shall  
4 give the immediate supervisor at least three (3) working day's notice of the grievant's request for  
5 a meeting, the intended presence of an Association representative, and the nature of the  
6 grievance. If the resolution of the grievance is not satisfactory to the grievant or if no disposition  
7 has been made within five (5) working days following the informal discussion with his/her  
8 immediate supervisor, the grievant may, within fifteen (15) working days, file a formal grievance  
9 with his/her immediate supervisor on the form set forth in (see Appendix), and the steps of the  
10 formal grievance as provided in this Agreement shall be evoked.

#### 11 **4.08 - FORMAL GRIEVANCE PROCEDURES:**

##### 12 **Step I:**

13 A copy of the grievance shall be forwarded by the grievant to the Superintendent and to the  
14 Association at the same time the grievance is filed with the immediate supervisor. The  
15 immediate supervisor shall meet with the grievant and his/her legal counsel or Association  
16 representative if the grievant so chooses, and attempt to resolve the grievance. Such meeting will  
17 require at least three (3) working days' notice and shall be held within ten (10) working days of  
18 the date of filing of the formal grievance. The immediate supervisor shall indicate the disposition  
19 of the grievance in writing within seven (7) working days of such meeting and shall furnish a  
20 copy thereof to the grievant, the Superintendent, and to the Association. If the grievant is not  
21 satisfied with the disposition of the grievance, or if no disposition has been made within the time  
22 limits as provided in Step I, the grievant may submit his/her grievance, as filed in Step I, to the  
23 Superintendent within ten (10) working days of the date of disposition or the expiration of time  
24 limits for a disposition.

##### 25 **Step II:**

26 The Superintendent shall meet with the grievant and his/her legal counsel or Association  
27 representative if the grievant so chooses, within ten (10) working days of the date of filing, and  
28 attempt to resolve the grievance. The Superintendent shall indicate his/her disposition of the  
29 grievance in writing within seven (7) working days of such meeting and shall furnish a copy  
30 thereof to the grievant, the immediate supervisor, and to the Association. In the event the  
31 grievant is not satisfied with the disposition of the grievance at Step II, or if no disposition has  
32 been made within the time limits as provided in Step II, the grievant, with the approval from and  
33 representation by the Association, may submit the grievance to arbitration or voluntary  
34 mediation in accordance with the rules of the American Arbitration Association.

35 **Voluntary Mediation:** The parties agree to submit, when all parties to the grievance agree, any  
36 unresolved issues following Step II to voluntary mediation pursuant to the American Arbitration  
37 Association's (AAA) Grievance Mediation Procedures prior to initiating Step III of the grievance  
38 process as set forth below. When the parties submit a grievance to mediation the timelines are  
39 waived so long as the agreement to submit the grievance to mediation occurs prior to the  
40 timelines spelled out in Step III below. No decisions reached during mediation are binding on

1 the parties unless the agreement is reduced to writing and signed by both parties. In the event  
2 that mediation is not successful in resolving the dispute, the matter may proceed to Step III.

3 **Step III:**

4 Submission of a grievance to arbitration shall be initiated by the grievant, his/her legal counsel or  
5 by his/her designated Association representative, by filing a written request with the American  
6 Arbitration Association and with the Superintendent within ten (10) working days of the date of  
7 the Step II disposition of the grievance or the expiration of time limits for a disposition or the  
8 close of any unsuccessful voluntary mediation. The disposition of the grievance made by the  
9 arbitrator shall be binding on both parties; providing that the arbitrator shall have no power to  
10 add to or subtract from, modify or otherwise alter the terms of the collective bargaining  
11 agreement. The Board and the Association will share any information relative to the disposition  
12 of the grievance prior to or during arbitration. Once the grievant withdraws a grievance and/or  
13 arbitration request, the matter shall be considered closed and final. A written record of the  
14 withdrawal of the grievance and/or arbitration request shall be maintained in the grievance file.

15 **4.09 - EXPENSES:** Each party shall bear its own expenses in connection with arbitration and  
16 mediation; provided, however, the Association shall share equally with the Board only those fees  
17 and expenses of the arbitrator and witnesses called by the arbitrator.

18 **4.10 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may be  
19 extended by written agreement between the grievant, the Association, and the Board. Whenever  
20 illness or any other incapacity of the grievant prevents attendance at any grievance meeting, the  
21 time limits shall be extended to such time that the grievant can be present.

22 **4.11 - MISCELLANEOUS:**

23 **4.111 – GRIEVANCE ADJUSTMENTS:** Adjustment of any grievance described herein shall  
24 not be inconsistent with the provisions of this Agreement.

25 **4.112 – RIGHTS GUARANTEED BY LAW:** Nothing contained in the grievance procedure  
26 shall be construed to deny the Board, the Superintendent, the Association or any teacher the  
27 rights guaranteed to them under the laws of the State of Florida or the United States of America.

28 **4.113 – MEETINGS-PRIVACY:** All meetings and hearings under the grievance procedure  
29 shall be held in private and shall include only such parties with an interest, their representatives,  
30 and witnesses as necessary.

31 **4.114 – RELEASE FROM WORK:** All grievances shall be processed during times which do  
32 not interfere with or cause interruption of a grievant’s work responsibilities, provided, however,  
33 release time without loss of pay may be granted to teachers whose attendance is required when  
34 grievance meetings are held during work hours.

35 **4.115 – RESPONSIBILITIES DURING GRIEVANCE PROCESSING:** The filing of a  
36 grievance shall in no way interfere with the right of the Board to proceed to carry out its

1 management responsibilities, subject to the final resolution of the grievance. The teacher shall  
2 abide by the management decision involved in any grievance, prior to and during the time the  
3 grievance has been filed and shall not discontinue his/her duties prior to and during the time a  
4 grievance is being processed.

5 **4.116 – GRIEVANCE RECORDS:** All official records of the processing of a grievance shall  
6 be confidential and be filed separately from the personnel file of grievant.

7 **4.117 – TIME LIMITS:** Failure of the grievant to proceed with a grievance within the time  
8 limit herein provided shall bar the grievant from any further right to pursue that grievance.

9 **4.118 – JURISDICTION:** Should a grievance arise as the result of an alleged violation of an  
10 Association right as identified in Article 2, Provisions 3, 4, 5, 6, 7, 8 and 9, and the grievant and  
11 the principal agree that the principal is without the authority necessary to resolve the issue, the  
12 grievant may file the grievance with the Superintendent and proceed through the grievance  
13 procedure from Step II forward.

14 **4.119 – GRIEVANCE FORMS:** Standard forms (see Appendix) shall be made available to  
15 members of the bargaining unit and representatives of the Association upon request.

16 **4.12 – WAIVER OF STEPS:** By mutual agreement, the parties may waive Step I and Step II.

## ARTICLE 5

### TEACHING CONDITIONS

- 1 **5.01 - WORK DAY:** The basic work day for teachers shall be seven and one-half (7-1/2) hours  
2 on all days when students are in attendance. On all professional duty days and inservice days, the  
3 basic work day for teachers shall be seven (7) hours. The work day for teachers shall include:
- 4 (a) A lunch time each day equivalent to the student lunch time, but not less than twenty-  
5 five (25) minutes. The teacher's lunch period shall be without direct responsibility for  
6 students.
- 7 (b) The length of the instructional period each day will be determined by the individual  
8 school's master schedule. When a teacher and the District mutually agree that the  
9 teacher will teach through the teacher's planning period, the teacher's work day will be  
10 extended by an amount equal to the instructional period. The teacher will be  
11 compensated at the teacher's regular hourly rate. The District shall advertise such  
12 extra time/extra pay opportunities and shall report such arrangements to TALC.  
13 Teachers shall have planning/conference time totaling not less than sixty (60) minutes  
14 per day or the equivalent on a weekly basis to include a minimum of forty (40)  
15 continuous minutes per teacher per day except in those cases as referenced in 5.01(d)  
16 and 5.03. Such time shall be used for lesson preparation and for meeting other job  
17 description responsibilities; therefore, the scheduling of meetings and other similar  
18 functions shall be limited to two per month.
- 19 (c) In case where a work site/school is unable to comply with or requests a change in  
20 language pertaining to the teacher daily planning time, the work site/school staff will  
21 develop a plan to insure teachers receive the three hundred (300) minute weekly  
22 minimum based on a regular five day work week. This plan must be submitted as a  
23 waiver and reviewed and approved by the waiver review committee per Article 16.06.
- 24 (d) Fulfillment of performance responsibilities as defined by the Board's job description  
25 for teachers shall be made available upon request to the individual supervisor.
- 26 (e) The Board and the Association recognize that schools provide many learning activities  
27 other than in individual classrooms. Such activities as state or district testing programs,  
28 field days, field trips, theme days, or other similar activities are included within this  
29 provision. When participation in such activities is found to be necessary and will have  
30 the affect of temporarily changing a teacher's schedule, if volunteers are not available,  
31 assignments shall be on a rotating basis in a manner to ensure an equitable distribution  
32 of additional responsibilities.
- 33 (f) The parties agree that teachers are professionals and have responsibilities, which may  
34 require the teacher's attendance and/or participation beyond the normal work day.  
35 Prior to the beginning of each semester a school calendar will be jointly developed by  
36 school administrators and teacher representatives to include but not limited to the

1 TALC representative. Activities such as faculty meetings or other official school-  
2 related events are examples of such responsibilities. When attendance at such meetings  
3 or activities is required, the principal will notify in writing the affected teachers of the  
4 schedule and any alterations necessary to the teacher's work schedule. Every  
5 reasonable effort will be made by school administrators to minimize required  
6 attendance by teachers beyond the regular work day. Parent/teacher conferences  
7 scheduled outside of the regular work day shall be scheduled with the teacher.

- 8 (g) Each building principal shall determine the arrival and leaving time of teachers  
9 assigned to each school. Teachers shall indicate their presence for duty upon arrival  
10 each day by personally signing the school's teacher duty roster and may leave their  
11 school or other scheduled duty area during the work day only with the approval of their  
12 principal or other immediate supervisor. If volunteers are not available, when teacher  
13 participation in extracurricular activities is required and there is no supplement  
14 assigned to that activity, assignments will be made on a rotating basis in a manner to  
15 ensure equitable distribution of additional responsibilities. Upon approval by the  
16 principal, teachers may be given access to the building to voluntarily perform job-  
17 related duties.

18 **5.02 - TEACHER PREPARATION:** For purposes of this section, the following definitions  
19 shall apply:

- 20 (a) Lesson Plans - Detailed daily description of instructional activities for students.  
21 (b) Disclosure Documents - A general statement of course requirements, materials and  
22 objectives.  
23 (c) Course Outline - A sketchy description of how the performance standards will be met  
24 over a 6-15 week period of instructional time.  
25 (d) Course - That body of instructional information identified by each specific course code  
26 directory number.

27 Each teacher shall prepare a lesson plan covering the full calendar week no later than the next to  
28 last day of the preceding school week. Upon request to the teacher, lesson plans are subject to  
29 review by the principal or other immediate supervisor. There shall be no more than four (4)  
30 different course preparations per day for middle or high school teachers except as approved by  
31 the Superintendent.

32 **5.03 - CHANGE OF SCHEDULES, EMERGENCIES:** In the event of an emergency or other  
33 unusual circumstances, as determined by the principal or other immediate supervisor, a teacher's  
34 daily work schedule may be temporarily changed. When such a schedule change necessitates the  
35 loss of a teacher's planning/conference period, and no volunteers are available, the loss of plan-  
36 ning/conference period shall be on a rotating basis.

1 **5.04 - PHYSICAL FACILITIES:** The Board shall involve teachers in the preparation of  
2 educational specifications for school facilities. The specifications shall be used in the planning  
3 and construction of new facilities and in the planning of additions or the remodeling of existing  
4 facilities. These specifications will be used, at the discretion of the Board. Such specifications  
5 may include:

- 6 (a) teaching room/station for each teacher commensurate with the design capacity of the  
7 school;
- 8 (b) teacher dining area;
- 9 (c) teacher preparation/rest areas and furnishings;
- 10 (d) adult rest room facilities;
- 11 (e) conference rooms;
- 12 (f) climate control;
- 13 (g) designated employee parking area;
- 14 (h) instructional equipment;
- 15 (i) chalk boards and tack board areas;
- 16 (j) building and grounds safety and security provisions;
- 17 (k) custodial and maintenance provisions;
- 18 (l) acoustical control.

19 **5.041** - Each teacher shall have a securable storage space for teaching materials and equipment.

20 **5.042 - SAFE CONDITIONS:** Adequate, clean, safe and sanitary working conditions shall be  
21 provided for all employees. No employee shall be required to work in unsafe conditions or  
22 perform tasks which endanger health and safety. The site supervisor or principal shall, in  
23 consultation with the Director of Insurance and Benefits Management, whenever possible, make  
24 an initial determination as to whether an unsafe working condition exists.

25 **5.043 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes aware of an  
26 unsafe working condition shall immediately report the situation to his/her supervisor. A safety  
27 deficiency form shall be provided to employees either by electronic file or by hardcopy for  
28 reporting purposes. The supervisor shall investigate and initiate whatever corrective action  
29 he/she deems appropriate with consultation and notice given to the department responsible for  
30 Safety. If the employee believes that the condition has not been corrected, he/she may report it  
31 to the Safety Committee in writing on the Safety Deficiency Form. All hard copies of the Safety  
32 Deficiency Form shall be directed to the department responsible for Safety.

33 **5.044 – DISTRICT SAFETY COMMITTEE:** The joint committee shall consist of sixteen (16)  
34 members, eight (8) of whom shall be appointed by the Superintendent, including the Chairman,  
35 and eight (8) of whom shall be appointed by the Associations, representing all affected  
36 bargaining units. The District Safety Committee shall meet on a schedule established by the  
37 District Safety Committee members. The joint committee shall review district safety and  
38 unresolved site safety issues. Recommendations shall be forwarded to the Superintendent and  
39 District Labor Management Committee by the District Safety Committee chairperson.

1 **5.05 - GRADES:** Each teacher is responsible for assigning grades for his/her students and  
2 turning them in to his/her principal. No grade will be altered or cause to be altered without  
3 consultation, where possible, with the teacher who assigned the grade. Such consultation shall be  
4 for the purpose of reviewing the teacher's justification of the assigned grade. In each case, the  
5 decision of the principal shall, upon appeal by the teacher, be reviewed by the Superintendent  
6 and his/her decision shall be final. If a change is made, the record will reflect that the change was  
7 made by the Superintendent, principal or designee.

8 **5.06 - GRADE-LEVEL AND DEPARTMENT CHAIRPERSON:** Each opening for the  
9 position of grade level, department chairpersons or team leader shall be  
10 announced prior to filling the position. Teachers within the department, team or grade level shall  
11 make recommendations to the principal on persons to serve as grade level, department  
12 chairpersons or team leader. First consideration shall be given to persons who are recommended  
13 by their department, grade level or team. The principal shall make the final determination in  
14 filling such vacancies and shall notify all applicants of his/her decision prior to the end of the  
15 student school year. No department head, grade level chairperson or team leader shall be  
16 required to evaluate, in writing, other bargaining unit personnel.

17 **5.07 - MILEAGE:** Teachers required to travel as part of their regularly assigned responsibilities  
18 shall receive mileage reimbursement when such has been approved by the Superintendent prior  
19 to the assignment.

20 **5.08 - INTERRUPTIONS:** Assemblies, testing programs, and other school activities, which  
21 disrupt normal classroom instruction, shall be rotated whenever possible so that the same classes  
22 are not continually affected. Classes shall be free of unnecessary interruptions by use of the  
23 intercommunications systems. Visitation to classrooms by non-employees shall be approved by  
24 the supervisor. Whenever possible, affected employees shall be informed in advance.

25 **5.09 - ADMINISTRATIVE DUTY:** In schools that do not have an assistant principal or second  
26 administrator, a teacher shall be designated to perform administrative duties. Teachers may  
27 volunteer but shall not be required to assume administrative duties in the absence of the principal  
28 or other immediate supervisor.

29 **5.10 – TOBACCO/SMOKE-FREE CAMPUSES:** Campuses shall be tobacco/smoke-free at  
30 all times.



## ARTICLE 6

### TEACHER AUTHORITY AND PROTECTION

1 **6.01** - The teacher's responsibility for the control and direction of students shall be exercised  
2 throughout the campus of each school and is not limited to a specific group of children or  
3 classroom. When in the judgment of the teacher a student requires the attention of the principal  
4 or other school or District staff specialist, the teacher shall so inform the principal or his/her  
5 designee on the appropriate school form. When administrative assistance is provided, the teacher  
6 shall receive a written statement of the specific action taken within five (5) days. Individual  
7 records of student discipline, where available, will be accessible to teachers as an aid for  
8 determining disciplinary recommendations concerning particular students.

9 **6.02 - TEACHER PROTECTION:** The Board assures teachers of its support when teachers  
10 have followed the laws and regulations of the State pursuant to Section 1003.32 (j), Florida  
11 Statutes and the policies of the Board in carrying out their responsibility for maintaining good  
12 discipline. A teacher shall impose classroom discipline in accordance with Board policy and  
13 administrative direction and when necessary to protect himself or herself or others from injury.

14 **6.021** - Any case of assault upon a teacher which occurs in the line of duty shall promptly be  
15 reported to the principal. The Board shall provide legal advice to the teacher concerning his/her  
16 rights and obligations with respect to such assault, and its legal assistance to the teacher in  
17 connection with handling of the incident by law enforcement and judicial authorities. In such  
18 event, the following shall apply:

19 (a) Time for appearance before a judicial body or legal authority shall result in no loss of  
20 salary or reduction of accumulated leave.

21 (b) Where a teacher is found guilty of a criminal charge related to the incident by a court  
22 of competent jurisdiction, the Board shall be immediately released from further  
23 responsibility to the teacher.

24 (c) In the case of injury occurring under such circumstances, the teacher shall provide a  
25 written statement from a licensed medical physician regarding the extent and nature of  
26 injuries sustained. A teacher shall be entitled to Illness or Injury In-Line-Of-Duty  
27 Leave as provided by 1012.63, F.S., and Provision 11.0202 of this Agreement. After  
28 ten (10) work days, the teacher shall receive the salary difference between Workers'  
29 Compensation and regular salary under emergency sick leave status, for such term and  
30 under such conditions as the Board shall deem appropriate after medical consultation.

31 **6.022** - Should a complaint be made by a parent/guardian, student or other individual which may  
32 result in disciplinary action against a teacher, the teacher shall be notified of the complaint in  
33 writing, and given an opportunity to be heard by an appropriate administrator prior to the taking  
34 of such action. Such notice shall include a copy of any written complaint(s) and/or the summary  
35 of incidents surrounding the complaint including the name of the person or persons making the  
36 complaint and the nature of the complaint. During this period, there shall be no record of said

1 complaint placed in the teacher's personnel file. Prior notice is waived where evidence available  
2 to the Superintendent indicates that the presence of the teacher may be detrimental to the well-  
3 being of students or the learning process. Upon request to the principal or other immediate  
4 supervisor, a teacher shall have the right of representation during investigatory meetings,  
5 conferences, and/or interviews which may lead to disciplinary action. Nothing herein is intended  
6 to preclude the administrator's right to conduct a thorough and impartial investigation.

7 **6.023** - The contractual status of a teacher who was initially employed in the District prior to  
8 July 1, 1984, and a teacher on continuing contract as of July 1, 1984, shall be covered by Florida  
9 Statutes 1012.33 as it existed prior to July 1, 1984, and the provisions of the Agreement. Such  
10 teacher's rights shall neither be enhanced nor diminished by the revisions of Florida  
11 Statutes 1012.33 which became effective July 1, 1984. The contractual status of a teacher whose  
12 initial employment in the District begins on or after July 1, 1984, shall be governed by the  
13 revisions of Florida Statutes 1012.33 which became effective July 1, 1984, and the provisions of  
14 this Agreement.

15 **6.024** - Any discipline of a teacher including reprimand, disciplinary suspension, or demotion  
16 while under a teaching contract or supplemental contract shall be only for just cause.  
17 Terminations and suspension for the purpose of investigation of charges which might lead to  
18 termination shall be only for just cause as defined in Florida Statutes 1012.33 and shall not be  
19 subject to the grievance procedure. The process for suspension without pay or termination shall  
20 be governed by School Board Policy 1.16. The decision of the District not to renew an annual  
21 contract employee shall not be subject to this section.

22 **6.025** - The Board shall reimburse each teacher if either of the following occurs while the teacher  
23 is discharging his/her duties in accordance with his/her job description:

24 (a) Loss or damage to items of clothing and related personal property worn or carried  
25 about the person which is damaged or destroyed as a result of an assault.

26 (b) Loss or damage of personal property as a result of negligence by the building  
27 administrator or his/her designee as determined by the appropriate administrator of the  
28 Property/Casualty Loss Program within the guidelines of the current Property/Casualty  
29 liability guidelines. The total liability of the Board under this section, per teacher  
30 occurrence, shall not exceed six hundred dollars (\$600) less any amount reimbursed by  
31 insurance. A proof of loss statement, including verified replacement value, shall be  
32 provided by the teacher.

## ARTICLE 7

### NONDISCRIMINATION

- 1 **7.01 - NONDISCRIMINATION:** The Board and the Association agree that the provisions of
- 2 this Agreement shall be applied to all teachers without discrimination on the basis of religion,
- 3 age, sex, sexual orientation, marital status, disability if otherwise qualified, race, color, creed,
- 4 national or ethnic origin or any other unlawful factor.

## ARTICLE 8

### SENIORITY

1 **8.01** - Seniority is the total number of good years (one day more than half) of instructional  
2 experience in Lee County School District while on annual, continuing or professional service  
3 contract. However, continuing or professional service contract teachers are considered to have  
4 seniority over any annual contract teacher regardless of the total years of service in the District.  
5 Authorized leave of absence, open-end or substitute teaching experience does not count toward  
6 seniority. Administrative experience in the District shall count toward seniority provided said  
7 experience occurred after the teacher attained three years seniority in the bargaining unit, and  
8 said teacher returned to the bargaining unit prior to July 1, 1991. Any tie in seniority between  
9 teachers shall be broken by counting the days of experience on open-end, temporary or interim  
10 contract rather than years. If a tie still exists, the tie shall be broken by drawing lots. Members of  
11 the association may be present to observe the lottery process.

12 Teachers lose their seniority as a result of the following:

- 13 (a) termination;
- 14 (b) retirement;
- 15 (c) resignation;
- 16 (d) layoff exceeding two (2) years or exceeding the individual's length of service,  
17 whichever is less.

18 **8.02** - The District shall develop and maintain a seniority list based on the continuous years of  
19 service to the District while on annual, continuing or professional service contract. The list shall  
20 include the hire date which shall be the first day of duty under annual, continuing or professional  
21 service contact, all areas of certification and racial data. A copy of the list shall be available at  
22 each work site and provided to the Association by March 1 of each year. Teachers shall have  
23 access to the seniority list upon request to the principal or immediate supervisor.

## ARTICLE 9

### GENERAL EMPLOYMENT PRACTICES

#### 1 9.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:

- 2 (a) A transfer is a change from one school or work site to another. A reassignment at the  
3 same school or site is not a transfer.
- 4 (b) All transfer applicants for a specific position shall be notified in writing as to  
5 disposition of each transfer request.
- 6 (c) Three weeks prior to the first teacher work-day of the 196-day calendar will be the  
7 normal cutoff date for voluntary transfer. After the normal cut off date, voluntary  
8 transfers will be allowed under one or more of the following conditions:  
9 1) The principals from the sending and receiving schools agree to the transfer.  
10 2) If the principals do not agree to a voluntary transfer the principals may appeal to  
11 the Superintendent, or designee, for a final decision regarding the transfer  
12 disposition.  
13 3) The teacher is transferring from a position in which the teacher is out-of-field to a  
14 position that the teacher would be considered in-field.  
15 4) The teacher is transferring from a position to which the teacher was involuntarily  
16 transferred. A teacher may transfer from an involuntary transfer assignment  
17 within a period of twenty-four (24) months from the start of the involuntary  
18 transfer assignment.  
19 5) To avoid an involuntary transfer.
- 20 (d) Appropriate certification coverage shall be considered in the approval of transfer  
21 requests.

#### 22 9.02 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:

- 23 (a) Transfers shall be made on a voluntary basis, whenever possible; however, correct and  
24 proper operation of the School District may require that involuntary transfers be made.
- 25 (b) Teacher qualification requirements as defined by state and federal law shall be  
26 considered in all involuntary transfer decisions. No involuntary transfer that would  
27 result in a violation of state or federal law will be approved.
- 28 (c) Involuntary transfers may be made in the event of a school closing, reconstituted  
29 schools, state mandated restructuring, new schools, or magnet schools.
- 30 (d) The criteria for involuntary transfers will be developed by the Labor Management  
31 Committee prior to involuntary transfers being decided pursuant to (b) above.

- 1 (e) Involuntary transfers may be made to achieve a reduction in the number of teachers  
2 assigned to a school or program. Teachers selected for involuntary transfer shall be  
3 those with the least District seniority at the work site who hold certification in the  
4 reduced area and are assigned to teach at least 50% of the work day in the program  
5 being reduced.
- 6 (f) A written outline of school needs will be compiled by the principal prior to any  
7 involuntary transfer decision.
- 8 (g) When surplus occurs, employees shall be given an opportunity to volunteer, prior to  
9 determining involuntary transfers.
- 10 (h) A list of teachers to be involuntarily transferred will be compiled by the Personnel  
11 Department. Vacancy information shall be provided to these employees. Thereafter,  
12 employees shall indicate the positions, in order of preference, such as location/subject  
13 which they desire.
- 14 (i) If there is no vacancy in the teacher's area of certification, the teacher shall be placed  
15 in the position of the least senior teacher with the appropriate area of certification and  
16 teaching assignment. In no event shall an involuntary transfer teacher replace a teacher  
17 who has greater seniority. The teacher of second seniority ranking in a certification  
18 area shall be placed next, and so on until the teacher is placed.
- 19 (j) Every effort will be made to apply the principles of involuntary transfer to magnet  
20 schools and new schools; however, due to the special circumstances of these schools,  
21 final decisions shall be made on the basis of instructional requirements and student  
22 needs as determined by the Labor/Management Committee.
- 23 (k) The parties of this agreement are committed to the goal of improving racial balance in  
24 the staffing of the schools of the District. Every reasonable effort will be made  
25 through hiring and attrition to improve the racial balance prior to any involuntary  
26 transfer.
- 27 (l) Upon appeal, the Labor/Management Committee may reverse an involuntary  
28 transfer decision.

29 **9.03 - EXCEPTIONS TO THE INVOLUNTARY TRANSFER PROVISION:** The  
30 Provisions in 9.02 and 9.05 shall be implemented as described herein unless an instructional or  
31 student need is identified. The Superintendent (and only the Superintendent) shall determine if a  
32 decision contrary to these provisions is in the best interest of the District. If a Reduction In Force  
33 occurs, the TALC President will review exceptions to Provisions 9.02 and 9.05 with the  
34 Superintendent prior to this determination. A copy of the Principal's or Supervisor's  
35 recommendation to the Superintendent for exemptions from Provisions 9.02 and 9.05 shall be  
36 provided to any affected teachers and the Association at the time the recommendation is  
37 submitted to the Superintendent. The Superintendent shall notify all teachers affected by the  
38 determination in writing in accordance with the Instructional Staffing Calendar and Guidelines.

1 The District will make a good faith effort to place a Professional Service Contract or Continuing  
2 Contract teacher who has been impacted by an exception to the involuntary transfer provision.

3 **9.04 - REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary due  
4 to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by  
5 the Board, the following provisions shall apply:

6 **9.041** - The Board shall determine the specific work locations and/or special programs and areas  
7 of certification within which positions are to be eliminated. Once the specific areas of  
8 certification and/or positions have been determined, reductions shall be made on a countywide  
9 basis and shall be based upon countywide seniority and certification as further defined in this  
10 section.

11 **9.042** - For the purpose of reduction in force at the elementary level there shall be considered to  
12 be two areas of certification: early childhood to include pre-kindergarten/kindergarten and  
13 elementary (grades 1-5).

14 **9.043** - In the middle and high schools, areas of certification shall be deemed to be the areas for  
15 which the employee holds certification. No teacher assignment that would result in a violation of  
16 state or federal law will be approved.

17 **9.044** - In Exceptional Student Education, consideration will also be given to experience in  
18 working with the profoundly or the moderately handicapped.

19 **9.045** - Once specific positions and/or areas of certification and levels have been identified by  
20 the Board, a reduction in force shall be made on a countywide basis as follows:

- 21 (a) Employees holding temporary and/or provisional certification will be the first reduced.
- 22 (b) Annual contract employees who hold a professional teaching certificate will be the  
23 next reduced.
- 24 (c) Continuing/professional service contract employees will be the last reduced.
- 25 (d) With each of items sub a-c, reduction shall be made such that persons in those areas  
26 having the least seniority will be the first released. Further reductions at each level  
27 shall be in ascending order of seniority.
- 28 (e) Any employee whose job is to be eliminated by a countywide reduction in force shall  
29 be notified of such by certified mail.
- 30 (f) Before any reduction in force takes place, the Association shall be provided with a  
31 district-wide seniority list of all employees and the notification, the areas of  
32 certification, levels, work sites, and positions to be reduced.

- 1 (g) Once a reduction in force has taken place on a countywide basis, the appropriate  
2 reorganization of all available positions within all work sites shall be implemented  
3 according to any appropriate provisions in this Agreement and School Board policy. In  
4 every case where reorganization must take place, current employees shall be given the  
5 opportunity to volunteer to transfer prior to any involuntary transfer taking place.

6 **9.046** – Teacher assignments that result from a reduction in force shall comply with the teacher  
7 qualification requirements as defined in state and federal law. No teacher assignments that  
8 would result in a violation of state or federal law will be approved.

9 **9.05 - RECALL FOLLOWING REDUCTION IN FORCE:**

10 (a) Employees in layoff status will retain recall rights for the length of their seniority not  
11 to exceed two (2) years and shall have preference to work over new hires. It is  
12 understood that seniority rights do not exceed the individual's length of service to the  
13 District while under annual or continuing/professional service contracts.

14 (b) Continuing/Professional Service Contract teachers with the greatest seniority shall be  
15 recalled first provided they are certified to fill the vacant position. Thereafter, annual  
16 contract teachers shall be recalled.

17 (c) Notification of recall will be made by certified mail to the last address in the  
18 employee's records.

19 (d) If a teacher fails to accept an offer of reemployment within ten (10) working days from  
20 receipt of notification, it shall constitute a resignation.

21 (e) A laid-off employee, when offered recall, who is temporarily unable to return due to  
22 medical reasons certified by a licensed medical provider, may request an extension of  
23 recall.

24 **9.06 - TENTATIVE ASSIGNMENTS AND CHANGES IN TENTATIVE ASSIGNMENTS:**

25 Each teacher shall be given a tentative teaching assignment in writing for the next school year  
26 prior to the last day of duty for the current year. This shall consist of the school and grade level  
27 for elementary; school, grade level and department for middle school; and school and department  
28 for high school to which the teacher is assigned. Every effort will be made to include course code  
29 number(s) and course title(s) for middle and high school teachers. In any event, middle and high  
30 school teachers will be notified in writing as soon as possible and not later than August 1 of their  
31 assignment by course number(s) and course title(s). Any teacher who desires a change in grade  
32 level and/or subject assignment shall file a written statement of this desire with the principal. No  
33 changes in the tentative assignment shall be made without attempts to arrange a prior conference  
34 with the teacher to provide rationale for the change and to address concerns of the teacher  
35 regarding the change. If a conference is not possible, the rationale for the change shall be  
36 submitted in writing to the teacher as soon as practicable prior to implementation of the change.



1 **9.061 – REQUEST FOR SUPPORT AND ASSISTANCE FOR NEW ASSIGNMENTS:**  
2 Any teacher assigned to a new grade level or course may request in writing support and  
3 assistance deemed by the teacher to be necessary for success in the new assignment. The  
4 principal or designee shall consider the request and shall provide written recommendations  
5 relating to the request.

6 **9.062- REASSIGNMENTS:** If a teacher is to be reassigned to a position which is a different  
7 subject area or grade level than their current assignment (or from their assignment in the  
8 previous school year) or a position permitting any area of certification, the teacher must be  
9 afforded a conference with the Principal or designee to discuss the new assignment. The teacher  
10 may bring a representative with them to the conference.

11 If a Principal proposes to assign a teacher during the school year to a newly created position  
12 resulting from student needs or program changes, the position will be posted first for internal  
13 school applicants.

14 **9.07 - ADVERTISING AND FILLING VACANCIES:** Teacher vacancies will be published  
15 weekly by the Personnel Department during the regular school year. A vacancy shall exist when  
16 a person is sought to fill a full-time position which has been identified by the Personnel  
17 Department. The notice of vacancies shall list the position, location, and qualifications including  
18 certification coverage for those positions, and deadline date for application. The notice of  
19 vacancies shall be sent to the Association. During the summer, teachers may dial the appropriate  
20 School Board number which provides a tape recorded listing of current instructional vacancies or  
21 obtain a list via the online Employment Opportunities.

22 **9.071 – EVENING SCHOOL:** Vacancies anticipated for evening high school diploma and  
23 vocational programs, and academic programs in the community school programs, shall be  
24 published in the District newsletter prior to the beginning of each semester or summer term.

25 **9.072 – SUPPLEMENTAL ACADEMIC, NON-ACADEMIC, AND/OR CREDIT**  
26 **COURSE ASSIGNMENTS:** In the selection and assignment of teachers to the District  
27 academic, non-academic, and/or credit course programs and activities which occur beyond the  
28 normal 196 day teacher work year and/or the normal 7-1/2 hour work day the following  
29 procedures will apply:

30 (a) A listing of anticipated openings with instructions for submitting applications for such  
31 openings, including any pertinent information regarding the positions, shall be posted  
32 at each school site at which openings are expected to occur unless all teachers at a  
33 particular school have already been assigned to work beyond the normal 196 day work  
34 year and/or the normal 7-1/2 hour work day.

35 (b) Any position which is not filled by a teacher at the school having the openings shall be  
36 advertised in the District newsletter along with any pertinent information regarding the  
37 position(s).

- 1 (c) Teachers submitting applications will be notified of the disposition of the teacher's  
2 application as soon as the final determination is made as to assignments and/or  
3 selection.
- 4 (d) Teachers selected for Supplemental Academic and/or Credit Course Assignments shall  
5 be paid at the teacher's hourly rate as reflected on the then current salary schedule.
- 6 (e) Teachers selected for non-fee based Supplemental Non-Academic assignments shall be  
7 paid at the rate of \$20 per hour.
- 8 (f) The principal advertising the position shall determine whether or not the program or  
9 activity is academic or non-academic, and shall make such determination within the  
10 following guidelines:
- 11 1) Non-fee-based supplemental programs or activities are considered academic in  
12 nature when the program or activity is directly in support of the goals of adopted  
13 School Improvement Plan; directly related to assisting students enrolled in credit  
14 courses within or outside of the school day; intended to demonstrate improvement  
15 towards student mastery of those Sunshine State Standards measured on the  
16 Florida Comprehensive Assessment Test; or specifically required by individual  
17 education plans or academic improvement plans.
- 18 2) All other non-fee-based supplemental programs or activities not specified in  
19 Provision 9.073 or (see Appendix) of this agreement are considered non-academic  
20 in nature.
- 21 (g) Teachers assigned to non-fee based supplemental academic, non-academic, and/or  
22 credit course assignments may continue in those positions through the end of the  
23 school year or until the advertised end of the position assignment, so long as  
24 performance is satisfactory. In the event that a program ends prior to the end of the  
25 school year teachers may be assigned to another program only if a vacancy exists.

26 **9.0721 – SUMMER SCHOOL/EXTENDED SCHOOL YEAR:**

- 27 (a) Applicants must complete an online instructional or support application to be  
28 considered for extended school year (ESY)/summer school employment.
- 29 (b) Applicants shall indicate extended school year/summer school site preference in the  
30 "employment preferences" section of the online application. Applicants may indicate  
31 multiple site preferences or choose an option for any site preference.
- 32 (c) Applicants must comply with District certification requirements in the assigned subject  
33 area. A list of qualified applicants for each location and job will be accessible via the  
34 WinOcular online Internet Principal Query or the Online File Request System. Each  
35 job will be assigned a Position ID Number.
- 36 (d) Filling positions for extended school year/summer school must be in accordance with  
37 provision 9.076. When filling positions the following guidelines are also  
38 recommended:

- 1) Any continuing contract/professional service contract teacher holding the appropriate certification shall be given first consideration. The official certification and contract status for each teacher will be found on the district-wide seniority list.
- 2) After considering contract status, staff normally assigned from the extended school year/summer school center or a feeder school for that extended school year/summer school site shall be given priority due to familiarity with the student population.
- 3) Seniority.

(e) Summer School and Extended Year is a continuation of the previous year, therefore, Summer School and Extended Year staff will be paid the same pay step they earned during the preceding school year.

(f) Teachers must have ESOL endorsement, ESOL K-12 certification or Board approval to teach ESOL out-of-field if they are the primary deliverer of language arts instruction to LEP students. ESOL-endorsed or ESOL K-12 certified teachers are indicated on the district-wide seniority list with “1E1016” or “161016” under the “CERT” column.

(g) Middle school teachers are selected by middle school principals. Principals will work together to staff summer sites.

**9.073 – SUPPLEMENTAL POSITIONS:** Those supplemental positions designated on the salary schedule as countywide shall be advertised in the Employment Opportunities no later than May 15 of each school year. The deadline for applications shall be ten (10) working days after the date of publication. Any athletic position listed on the salary schedule supplement which cannot be filled by a faculty member of the team’s school shall be advertised in the District newsletter. The deadline for applications shall be ten (10) working days after the date of publication. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year until all positions have been filled. Supplements will not be paid until ratification of the contract covering the school year during which the supplement is provided, or September 30, whichever is earlier, with the exception of the following supplements: school counselor, agriculture teacher, school social worker, exceptional student education teacher, speech-language pathologist, detention center teacher, school psychologist, ROTC, curriculum/technology specialist (elementary), teacher on special assignment, environmental education center resources teacher and those supplements defined in 9.074.

**9.074 -** Supplements for high school band director, assistant band director, associate band instructor, athletic director, and seasonal athletic supplements including cheerleading and middle school intramural sports, shall be initiated when the season begins and shall be prorated for the remainder of the school year. Upon completion of the specific athletic season, that coach may request written verification from the principal that all responsibilities have been completed and the balance will be paid upon receipt of said verification by the Payroll Department.

1 **9.075 – ADMINISTRATIVE POSITION OPPORTUNITIES:** Opportunities for Admin-  
2 istrative positions shall be published at least twice annually in the notice of vacancies. During the  
3 summer, opportunities for administrative positions will be available via telephone recording.

4 **9.076 – FILLING POSITION:** Any application for an advertised vacancy received by the  
5 Personnel Department from a Lee County teacher shall be reviewed by the appropriate principal  
6 or supervisor prior to recommending an applicant to fill the position. Except in such  
7 circumstances as approved by the Superintendent, a vacancy will not be filled with other than an  
8 interim appointee for at least five (5) working days after the publishing date of the District  
9 newsletter listing the vacancy. Any continuing contract/professional service contract teacher  
10 holding the appropriate certification shall be given first consideration in the staffing of teaching  
11 vacancies. Teacher applicants in the District assigned to a grade level or subject area outside the  
12 scope of their teaching certification shall be given first consideration for openings within the  
13 subject or field of their certification.

14 **9.077 - NOTIFICATION:** Teachers who have made written application to fill an advertised  
15 vacancy, including a summer or evening school, shall be notified in writing of the action of the  
16 Board in filling such vacancy.

17 **9.08 - PHYSICAL EXAMINATIONS:** This Article is intended to comply with the Americans  
18 with Disabilities Act (ADA). All newly hired teachers must undergo a physical examination by a  
19 licensed medical doctor. The results of this examination shall be stated on a form provided by the  
20 Board. The form must be received by the Board before employment can begin. Additional  
21 medical examination may be required in order to determine whether matters reported in the  
22 initial examination would present a direct threat to the health or safety of the applicant or of any  
23 other person.

24 Once employed, physical examinations may be required only when the employee's behavior  
25 gives reason to suspect that a medical or psychiatric condition may impair the employee's ability  
26 to perform his/her duties, or when the employee has been injured or ill and an examination is  
27 needed in order to determine whether an employee can return to work safely or to determine  
28 whether the employee has a disability for which a reasonable accommodation can be made.

29 **9.09 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a worker's  
30 compensation injury and who have been evaluated and released by an approved physician as  
31 physically able to return to work with specific limitations, will return to their job site upon  
32 written authorization by Insurance and Benefits Management. The specific work limitation will  
33 be forwarded to the employee's supervisor from the treating physician. The employee will  
34 remain in his/her job site, performing appropriate duties as identified by the supervisor for a  
35 period of ten (10) work days. No later than eleven (11) days after returning to limited duty, the  
36 employee will be evaluated by the physician and, if not released for full duty, will be returned for  
37 limited duty for the work period not to exceed ten (10) work days. At the completion of the  
38 second ten (10) day period, if the employee is not able to return to a full-duty status, he will be  
39 evaluated by the physician, the principal/supervisor and Insurance and Benefits Management to  
40 determine the employee's status. Alternatives such as returning to worker's compensation off-

1 duty status, continuation of limited duty assignments, alternate duty assignments, and/or other  
2 assignments will be reviewed with the employee.

### 3 **9.10 – ALTERNATE DUTY TRAINING**

- 4 (a) Employees will be placed in an Alternate Duty training position based upon their  
5 physical abilities (as determined by their treating workers' compensation physician)  
6 and their vocational aptitudes (as determined by vocational testing, educational  
7 certifications, etc.).
- 8 (b) The total maximum time an employee may remain in an Alternate Duty "training  
9 status" is one year. The maximum time may be extended to two years under  
10 extenuating circumstances. (Example: illness, language barrier, etc.)
- 11 (c) Employees will be deemed "trained" when they have successfully acquired the  
12 minimum skills necessary to qualify for the position for which they are training, as  
13 acknowledged by their supervisor and Insurance & Benefits.
- 14 (d) Employees who fail to achieve "trained" status within one year (or two years for  
15 employees with extenuating circumstances) will lose their employment with the  
16 District.
- 17 (e) Employees who are unsuccessful in their initial training position, may make one  
18 change of training assignment within the one-year period (two-year period for  
19 employees with extenuating circumstances); however, a change of training position  
20 will not extend their training timeline.
- 21 (f) Once employees are deemed "trained" by Insurance & Benefits Management, they are  
22 required to apply for all positions, for which they have received training, within a  
23 reasonable commute.
- 24 (g) For employees who are unsuccessful in finding a regular position within 60 working  
25 days of achieving "trained" status, Personnel Services will begin procedures to place  
26 those employees in regular positions.
- 27 (h) If an employee refuses to be tested for Alternate Duty placement or to participate in  
28 his/her assigned Alternate Duty training program, this shall be deemed voluntary  
29 resignation of employment.
- 30 (i) Employees who worked less than a 12-month schedule at the time of their work-related  
31 accident will not be guaranteed summer employment while participating in the  
32 Alternate Duty Program.
- 33 (j) The provisions of this section also apply to employees currently enrolled in the  
34 Alternate Duty Program at the date of this Agreement.

1           (k) The provisions of this section apply to all Alternate Duty employees.

2   **9.101 - WAGES:** Employees selected for alternate duty assignments will be paid in accordance  
3 with the appropriate salary schedule, but in no case shall the employee receive less than the  
4 amount received prior to the injury.

## ARTICLE 10

### TEACHER ASSESSMENT

1 **10.01** - Within the first sixty (60) days of the teacher's contract year and prior to preparing the  
2 formal written report of a teacher assessment required by law, each teacher shall be informed of  
3 the criteria and the procedures to be used in his/her formal observations and evaluation. Each  
4 teacher shall be assessed utilizing the Final Performance Assessment form found in (see  
5 Appendix) of this agreement.

6 **10.012** - Each Annual Contract teacher shall be the subject of a formal observation by an appro-  
7 priate administrator at least two (2) times each school year. The first formal observation shall be  
8 completed by the first work day of December. At least one formal observation of each  
9 classroom teacher is to be conducted by the principal or assistant principal. Each teacher shall  
10 complete, with the appropriate administrator, a Professional Development Plan (PDP) utilizing  
11 the form found in (see Appendix) of this agreement. Employees who hold a Continuing or  
12 Professional Service Contract may be observed by an appropriate administrator as part of the  
13 Professional Development Plan (PDP). Procedures for completing the PDP and the Final Teacher  
14 Assessment are outlined in the Board approved District Performance Assessment Development  
15 System. Each administrator responsible for the assessment of teachers shall be trained in the  
16 Teacher Assessment process prior to any observation or the completion of any PDP. Other  
17 members of the instructional unit, including but not limited to guidance counselors, media  
18 specialists, school social workers, school psychologists, Prep/Curriculum specialists, and  
19 teachers-on-assignment, will be assessed by an appropriate administrator.

20 **10.013** - All formal observations shall be reduced to writing and shall be discussed with the  
21 teacher within ten (10) days of the observation. No later than five (5) days following the  
22 discussion, the teacher shall receive a copy of the formal observation report after signing to  
23 indicate that the report has been discussed with the teacher. If deficiencies are noted during the  
24 observation, the administrator conducting the observation shall provide the teacher with written  
25 recommendations for improvement. The administrator shall thereafter confer with the teacher  
26 and make recommendations as to specific areas of unsatisfactory performance and provide  
27 assistance in helping to correct such deficiencies within a prescribed period of time.

28 **10.014** - Observations of a teacher's performance of duties and responsibilities shall be  
29 conducted openly with no intent to conceal such from the knowledge of the teacher.

30 **10.015** - Each teacher's Final Performance Assessment form shall be discussed with him/her by  
31 the administrator responsible for preparing the report. Any documentation related to a teacher's  
32 Final Performance Assessment shall be given to the teacher within ten (10) days of the  
33 observation or incident giving rise to the documentation. All documentation used to support the  
34 Final Performance Assessment shall be given to the teacher with the Final Performance  
35 Assessment form.

- 1 **10.016** - After discussion of the Final Performance Assessment evaluation report, the teacher  
2 shall sign the report, acknowledging that he/she has been shown the report, and it has been  
3 discussed with him/her by the evaluator.
- 4 **10.017** - If a teacher disagrees with the Final Performance Assessment, he/she may submit a  
5 written statement which shall, upon request of the teacher, be attached to the Board's file copy of  
6 his/her assessment report.
- 7 **10.018** - All annual contract teachers shall be notified of their reappointment recommendation by  
8 the principal/supervisor by May 10.
- 9 **10.019** - The date for completion of the teacher's Final Performance Assessment shall be May  
10 10. These assessments may be performed earlier when notice of dismissal or non-renewal is  
11 given.
- 12 **10.020** - Comments relating to the observation or assessment of a teacher's performance of  
13 duties and responsibilities shall be made in private.
- 14 **10.021** - For the purpose of this assessment procedure, the Board's assessment document shall  
15 include the assessment criteria in F.S. 1012.34(4).
- 16 **10.022 - COLLEGIAL COACH:** Upon receipt of written notice of unsatisfactory evaluation  
17 from the Superintendent during the school year, a continuing contract/professional services  
18 contract teacher may select a collegial coach for the purpose of providing professional support  
19 and feedback. The individual designated as the collegial coach shall be decided upon mutual  
20 agreement between the principal, teacher and collegial coach. The collegial coach will not  
21 participate in the formal evaluation of the teacher. The teacher may request an opportunity to be  
22 considered for a transfer to another school upon written request to the Superintendent.
- 23 **10.023** - Each teacher shall have the right to review the contents of his/her personnel file. Each  
24 teacher has the right to have another person accompany him/her in the review of his/her  
25 personnel file, if he/she so chooses. Such review shall be made in the presence of the person  
26 responsible for the safekeeping of the personnel files of the Board.
- 27 **10.024** - Upon request from a teacher, the Board will provide, within five (5) working days, a  
28 copy of such contents and records of the teacher's personnel file as is requested in writing by the  
29 teacher. The cost of preparation and duplication of such records shall be at the teacher's expense.
- 30 **10.025** - A teacher shall have the right to comment, in writing, concerning any materials in  
31 his/her personnel record.
- 32 **10.026** - Teacher personnel files shall be maintained according to F.S. 1012.31.
- 33 **10.11 - NEW TEACHER INDUCTION PROGRAM:** Peer teacher assignments shall be  
34 voluntary. Teachers who serve as peer teachers must complete the Clinical Education Training or  
35 its equivalent.



- 1 **10.12** - When preparing observation report forms, the peer teacher shall be required to document
- 2 only the time and date of the observation and the competencies or other areas covered during the
- 3 observation.
  
- 4 **10.13** - Peer teachers shall be evaluated only on their regular classroom performance and not on
- 5 their peer teaching activities.
  
- 6 **10.14** - Peer teacher supplements shall be paid for a minimum of one semester.

## ARTICLE 11

### PROVISIONS FOR LEAVES

1 **11.01 - GENERAL CONDITIONS FOR LEAVES OF ABSENCE:** The Board and the  
2 Association agree that there is no substitute who can replace the regular teacher in meeting the  
3 needs of the students served by the District. Therefore, the Board encourages regular attendance  
4 and limited use of leave of absence. Leave should be requested only when necessary and under  
5 the provisions of law, state board regulations and terms of this Agreement. The Board and the  
6 Association believe that there is a direct and positive relationship between attendance and  
7 successful performance of job functions.

8 **11.011 – ABSENCE WITHOUT LEAVE:** Any absence from duty without leave constitutes a  
9 violation of a teacher’s contract and shall subject the teacher’s contract to cancellation by the  
10 Board.

11 **11.012 – ABSENCE WITHOUT PAY:** The deduction for each day of absence shall be  
12 determined by dividing the base salary plus designated supplements by the total number of hours  
13 in the teacher’s contract year to determine the hourly rate, then multiplying that rate by the  
14 number of hours absent. Designated supplements are defined as those supplements that are  
15 attached to all positions of a specific title such as guidance counselors, school psychologists, etc.

16 **11.013 – NOTICE OF ABSENCE:** Any teacher who will be absent from duty for any cause  
17 except for leave duly authorized and granted in advance shall report such absence utilizing the  
18 District's electronic absence reporting system as soon as possible prior to his/her absence. A  
19 teacher may be required to notify both the electronic system and a designated supervisor in cases  
20 of suspected leave abuse.

21 **11.014 – LEAVE APPLICATION:** Any application for leave except sick or emergency leave  
22 shall be in writing and on the form provided by the Board and submitted when feasible at least  
23 five (5) days in advance. Such application for leave shall be submitted to the principal or other  
24 immediate supervisor of the teacher for consideration of a recommendation to the Superintendent  
25 for approval or disapproval. Leave granted for a school year or for the remaining part thereof  
26 will expire at the end of the contract year of the teacher for which such leave is granted.

27 **11.015 – NOTICE OF RETURN FROM LEAVE:** A teacher having been granted leave for the  
28 school year or for the remaining part thereof, who desires to return to duty the next school year,  
29 shall so notify the Superintendent in writing by April 1. Upon the return of the employee on  
30 leave, the replacement employee shall be placed in a similar or comparable position with the  
31 District.

32 **11.016 – APPROVAL OF LEAVE:** All requests for leave shall be submitted on the proper  
33 form and shall be subject to approval or disapproval by the Superintendent.

34 **11.017 – LEAVE DISPOSITION:** All teachers making an application for leave shall be notified  
35 in writing of the disposition of such leave on the form provided by the Board. Reasonable effort

1 will be made to ensure notification of the employee regarding the disposition of the leave prior to  
2 the date for which leave is requested.

3 **11.02 - TYPES OF LEAVE:**

4 **11.0201 – SICK LEAVE:** Any teacher on a full-time basis shall be entitled to four days of sick  
5 leave as of the first day of employment during each contract year and thereafter shall accrue one  
6 (1) day of sick leave credit for each month of employment. Teachers hired during the last four  
7 months of the school year will not be eligible for the four-day advanced sick leave time. Sick  
8 leave shall be credited to the teacher at the end of the month and may not be used prior to the  
9 time it is earned and credited, provided that no teacher may earn more than one (1) day of sick  
10 leave times the number of months of employment during the school year. Such leave shall be  
11 cumulative (actual number of hours earned) from year to year without limit to the number of  
12 hours that may be accrued. Any leave charged against accrued sick leave shall be with full  
13 compensation. As stated above, the teacher receives four (4) sick days at the end of the first day  
14 of the contract year, but does not actually earn those four (4) days until he/she has worked four  
15 (4) months of the contract year. Therefore, if termination occurs when the employee has used  
16 more sick days than he/she has earned that contract year, and if he/she has no sick leave  
17 accumulated from prior years, the School Board will withhold the amount of the teacher's daily  
18 rate of pay for each sick day used that has not been earned. Also, if an employee who is eligible  
19 for terminal sick pay benefits terminates before completion of his/her contract year, the number  
20 of sick leave days for which he/she receives benefit shall not exceed the number of sick leave  
21 days accumulated prior to the beginning of that contract year plus one (1) sick leave day for each  
22 month of actual employment in the contract year during which termination occurs.

23 (a) **Claims:** Sick leave claims may be submitted by the teacher for his/her own personal  
24 illness as well as illness or death of father, mother, brother, sister, husband, wife, child  
25 or other close relative, or member of his/her own household.

26 (b) **Record of Accrued Sick Leave:** The Board shall provide all employees with a  
27 cumulative record of accrued sick leave hours on each pay statement.

28 (c) **Use of Sick Leave in Summer School:** Regular employees who are employed for the  
29 exclusive purpose of working during the summer school session, shall earn one day  
30 (actual number of hours worked per day in summer session) of sick leave for each  
31 three (3)-week term employed during summer school if such employment meets the  
32 requirements of law for earning sick leave. However, no more than two (2) days' sick  
33 leave with pay may be used during summer school in any one summer.

34 (d) **Application for Sick Leave:** Teachers shall notify the appropriate administrator, with  
35 as much advance notice as possible, when the use of sick leave is necessary. A claim  
36 for sick leave on the proper form shall be signed by the teacher and filed with the  
37 principal or other immediate supervisor by the end of the fifth working day following  
38 the employee's return to work.

1 (e) **Conditions for Sick Leave:**

- 2 1) Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2)
- 3 day shall be defined as one-half the number of hours defined as the teacher's
- 4 regular work day.
- 5 2) Any teacher who has used all accrued sick leave but who is otherwise entitled to
- 6 sick leave shall be granted sick leave without pay. The claim for such sick leave
- 7 shall clearly state that the leave is without compensation.
- 8 3) In the case where sick leave abuse is suspected, the Superintendent may require a
- 9 doctor's statement of verification of illness. A verification of claim may be
- 10 initiated by the principal or supervisor.
- 11 4) A false claim for sick leave shall be deemed cause for employee discipline up to
- 12 and including discharge. Where there is any doubt as to the validity of a sick leave
- 13 claim, the Superintendent may require the employee to file supporting evidence
- 14 where personal illness is not involved.
- 15 5) An application for sick leave due to an extended illness (not fewer than twenty
- 16 (20) days) shall have attached to it a statement from a practicing physician
- 17 certifying that such leave is essential and indicating the probable duration of the
- 18 illness and needed leave.
- 19 6) If leave is granted for an extended illness, teachers must notify their principal or
- 20 supervisor (in writing) no later than the work day before the last day of the leave
- 21 of their intent to:
- 22 a) Return to work
- 23 b) File a request to extend their leave, or
- 24 c) Resign.

25 (f) **Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick leave credit

26 from other Florida school districts with the restriction that at least one-half (1/2) of the

27 valid accrued leave shall be established in The School District of Lee County, Florida.

28 (g) **Reinstating Accrued Sick Leave:** When a teacher of the Lee County School District

29 interrupts service through termination and subsequently returns to employment in the

30 District without having used his/her Lee County accrued sick leave credit in another

31 Florida school district, such accrued sick leave credit shall become valid on the first

32 day of contractual service.

33 (h) **Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits based on

34 unused sick leave, all unused sick leave credit shall become invalid.

35 **11.0202 - Illness or Injury In-Line-Of-Duty Leave:** Any full-time regular employee shall be

36 entitled to illness- or injury-in-line-of-duty leave with pay, less any Workers' Compensation

37 payments, for a period not to exceed ten (10) work days per fiscal year regardless of the number

38 of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that

39 illness or injury continues or recurs from one fiscal year to succeeding fiscal years, except as

40 provided in this Agreement, when he/she has to be absent from work because of personal injury

41 received in the discharge of his/her duties. Illness-in-line-of-duty leave is intended to deal with

42 the illnesses normally known as childhood diseases such as, but not limited to, mumps, measles

1 and chicken pox. This leave does not include normal adult illnesses such as colds and influenza.  
2 This leave is non-accumulative. In addition to the conditions listed below, for both illness- and  
3 injury-in-line-of-duty, the Board reserves the right to request a second concurring medical  
4 opinion from a physician designated by the Board. Any additional expense incurred as a result of  
5 this requirement will be paid by the Board.

6 (a) In order to be considered for injury-in-line-of-duty leave, the following conditions  
7 must be met:

- 8 1) The teacher must provide written testimony, in addition to his/her testimony, that  
9 his/her injury was received in the line of duty.
- 10 2) The teacher must file a written claim as outlined below, in addition to the injury  
11 report claim.
- 12 3) The teacher must utilize the medical provider selected by the employer. The  
13 teacher may make a written request to change the medical provider after initial  
14 consultation.

15 (b) In order to be considered for illness-in-line-of-duty leave, the following conditions  
16 must be met:

- 17 1) The teacher must supply a letter from a medical doctor, who treated the patient,  
18 stating that in his/her opinion, there is a strong probability that the illness was  
19 contracted at school.
- 20 2) Any employee who has claim for compensation while absent because of injury or  
21 illness incurred as prescribed herein, shall file a claim on the standard form  
22 provided by the Board with his/her principal or other immediate supervisor by the  
23 end of the fifth working day following the teacher's return to duty after the leave  
24 or illness-in-line-of-duty.

25 **11.0203 – PERSONAL LEAVE:** Any teacher desiring personal leave shall make written  
26 application for such leave. The teacher shall not be entitled to compensation while on personal  
27 leave except as provided herein. The Board and the Association agree that the purpose of  
28 personal leave is to allow the employee to attend to personal business or matters which cannot be  
29 attended to outside of the employee's regular workday. Examples of personal business include  
30 but are not limited to, legal and judicial proceedings, family weddings or graduation, civic  
31 functions, etc. Employees who are found to be in violation of this section through misuse of  
32 personal leave may be subject to disciplinary action.

33 (1) **Invalid Use:** Personal leave, whether requested without pay or charge to sick leave,  
34 may not be approved for use at the following times, except with the specific written  
35 permission of the Superintendent.

- 36 a) Personal leave may not be used on the day immediately prior to or following a  
37 holiday or vacation.
- 38 b) Personal leave may not be used during the first or last week (five school days) of  
39 the students' school year.

1           (2) **Personal Leave Charged to Sick Leave:**

2           a) Up to five (5) days personal leave with pay may be allowed but deducted from  
3           accumulated sick leave for each teacher during each fiscal year. Any employee  
4           desiring personal leave shall make written application for same on the standard  
5           leave form provided by the Board at least five (5) days in advance when feasible  
6           and not fewer than 24 hours in advance except in cases of emergency. If the  
7           reason for absence is an emergency and prior written request is not possible, the  
8           teacher will notify the principal or immediate supervisor as soon as possible prior  
9           to the absence.

10          b) The use of personal leave charged to sick leave shall be subject to the following  
11          conditions:

12           1) Personal leave may not be cumulative.

13           2) Personal leave is subject to approval and may not be approved if the  
14           Superintendent determines that the granting of this leave will create a  
15           disruption of the instructional setting or of the normal work setting.

16           3) Personal leave charged to sick leave may only be used in increments of a  
17           minimum of one-half (1/2) of the teacher's regular work day.

18          c) The following procedure will be used when a teacher requests personal leave  
19          charged to sick leave:

20           1) Under no circumstances will teachers be required to provide the supervisor  
21           with the reason for the personal leave request.

22           2) If the supervisor feels that approval of this request will in any way disrupt the  
23           instructional setting or work setting, the teacher will be given two options:

24           (a) accept disapproval of the personal leave request, or

25           (b) provide the supervisor verbally with a reason for the request so that the  
26           supervisor may try to accommodate the needs of the teacher when the  
27           request, based on the reasons given, is a situation that cannot be  
28           controlled by the employee or postponed to another time. (Some  
29           examples of this would be: family weddings, court appearances, etc.)  
30           The reported reason will not be recorded on the leave request form and  
31           will be held in confidence.

32           (c) When a situation arises that necessitates disapproval of requests for  
33           personal leave, the principal or supervisor will give consideration to  
34           those requests in the order in which they are received as determined by  
35           the filing date of the requests.

36          (3) **Personal Leave (Without Pay):** Personal leave without pay will not be approved  
37          except in those instances where the teacher has no appropriate paid leave available. It  
38          is understood that a teacher's willingness to undertake leave without pay does not  
39          impose a requirement on the principal or the supervisor to approve the request for  
40          leave. The request is subject to approval or disapproval by the Superintendent based on  
41          the extent to which the teacher's absence will impact the instructional setting or the  
42          work setting.

43          a) **Extended Personal Leave Without Pay:** Personal leave without pay not to  
44          exceed thirty (30) days may be granted at the discretion of the Superintendent.

1 Personal leave in excess of thirty (30) days shall be subject to approval by the  
2 Board.

- 3 b) **Personal Leave Without Pay for Adoption of a Child:** A teacher adopting a  
4 child may request personal leave without pay to become effective at any time  
5 during the first year after receiving defacto custody of a child, or prior to  
6 receiving such custody if necessary, and only to the extent required, to fulfill the  
7 requirements for adoption. The conditions and procedures for adoption leave shall  
8 be outlined under the applicable section of maternity leave in this article. Only  
9 one adoption leave per household will be granted at any given time.
- 10 c) **Personal Leave Without Pay for Paternity Leave:** Teachers may be eligible to  
11 apply for paternity leave pursuant to law, subject to the applicable conditions as  
12 outlined in the section on maternity leave in this article, except that only one leave  
13 of either type will be approved per household at any given time. In addition,  
14 paternity leave will only be granted for a period of time following the birth of the  
15 child.
- 16 d) **Notice of Return from Extended Leave of 30 days or less:** Employees on  
17 approved leave of 30 days or less must notify their principal or supervisor in  
18 writing no later than the work day prior to the last day of the extended leave of  
19 their intent to:  
20 1) return to work,  
21 2) file a request to extend the leave or  
22 3) resign
- 23 e) **Notice of Return from Board Approved Extended Leave Without Pay:**  
24 Employees on Board approved leave without pay of more than 30 days must  
25 notify their principal or supervisor in writing no later than twenty (20) work days  
26 prior to the last day of the extended leave of their intent to:  
27 1) return to work,  
28 2) file a request to extend the leave, or  
29 3) resign
- 30 f) **Job Restoration:** Upon return from an extended leave, an employee shall be  
31 restored to the same or an equivalent position. An equivalent position must be at  
32 the same pay, benefits, and working conditions, include the same privileges,  
33 prerequisites and status, and involve the same or substantially similar duties and  
34 responsibilities. The equivalent position must be located at the same or  
35 geographically proximate work site unless the employee's request for transfer has  
36 been accepted.

37 **11.0204 MATERNITY LEAVE:** All full-time teachers shall be eligible for maternity leave.  
38 The teacher shall submit a written request for maternity leave to the Superintendent. The leave  
39 request shall include the date leave is to commence as determined by the teacher in consultation  
40 with her licensed provider. Except in the case of an emergency, a request for maternity leave  
41 shall be made at least thirty (30) calendar days prior to the date on which the leave is to begin.  
42 Maternity leave shall be without pay except that the teacher must file a claim to use accrued sick  
43 leave during that period of the leave for which a medical disability exists. The teacher must  
44 submit a licensed provider's statement indicating the number of days a medical disability exists.  
45 Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a

1 licensed medical provider. In the event that the leave request does not specify a return date, the  
2 teacher shall notify the Superintendent at least twenty (20) working days prior to her intended  
3 return date. Such notice shall be given no later than April 1 in order for the teacher to be  
4 considered for return to duty that school year. The teacher may return to duty on the date  
5 requested upon receipt by the Superintendent of certification from a licensed provider stating that  
6 she is physically capable of performing her job. In the event that leave is approved by the Board  
7 effective on or after the first day of the fourth quarter of a school year, a request for the next  
8 fiscal year shall not extend beyond the end of the first semester.

9 **11.0205 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable  
10 state and federal law. Employees in the National Guard or Reserve shall be granted up to  
11 seventeen (17) scheduled paid days leave of absence per school year without loss of pay. Leave  
12 for longer periods shall be granted when the employee is assigned to duty functions of military  
13 character. Such extended leave shall be without loss of seniority but is not paid leave. An  
14 employee shall be granted leave to participate when called for active federal military service.  
15 The first thirty (30) scheduled paid days of leave is with full pay and the remainder is without  
16 pay. Such leave terminates thirty (30) scheduled paid days after release or discharge from active  
17 military service. Such leave shall be without loss of seniority and shall be credited to the  
18 employee for experience credit on the salary schedule but shall not apply to years of service  
19 toward receipt of a professional service contract. Nothing herein shall be construed to expand  
20 any military leave privileges other than those provided by applicable state and federal law.

21 **11.0206 – JURY DUTY LEAVE:** Any regular teacher, including those employed expressly for  
22 summer school, who is summoned as a member of a jury panel shall be granted temporary duty  
23 leave with pay. The Board shall not reimburse the teacher for meals, lodging and travel expenses  
24 incurred while serving as a juror. Jury fees paid by the court for such purpose may be retained by  
25 the teacher.

26 **11.0207 – WITNESS DUTY LEAVE:** When a teacher is subpoenaed, he/she may be granted  
27 temporary duty leave. In no case shall temporary duty with pay be granted for court attendance  
28 when an employee is engaged as a party to the litigation. The teacher may retain any fees  
29 received from the court. In the event no fees are received from the court and the teacher is  
30 representing the Board as a witness or a defendant, he/she will be eligible to be paid per diem  
31 and travel expenses, where applicable, upon filing an official request for reimbursement.

32 **11.0208 – EXTENDED PROFESSIONAL LEAVE:**

- 33 (a) By December 1 each school year, the Superintendent will publish a list of certification  
34 areas in which a shortage of employees exist. Priority will be given to employees who  
35 apply for study in these areas.
- 36 (b) Applications will be screened by a committee of six (6) members. Three (3) members  
37 of the committee will be appointed by the President of TALC and three (3) members  
38 will be appointed by the Superintendent.



- 1 (c) An applicant must agree to pursue a plan approved by the committee which leads to  
2 certification in a shortage area identified by the Superintendent unless otherwise  
3 approved.
- 4 (d) The applicant must provide a written recommendation from his supervisor.
- 5 (e) The applicant must possess a valid Florida teaching certificate and must have been  
6 continuously employed in the District for five (5) years. Military leave, extended  
7 illness, or maternity leave shall not be considered an interruption of service.
- 8 (f) An application for leave shall be submitted to the Superintendent not later than  
9 January 15 preceding the school year for which the leave is requested. If the committee  
10 requests clarification of an application, the committee will inform the applicant of the  
11 time limit for supplying the information.
- 12 (g) The Superintendent will give written notice by April 10 of the disposition of each leave  
13 request.
- 14 (h) An employee granted a leave shall notify the Superintendent in writing of his/her  
15 acceptance not later than fifteen (15) days after the applicant has received notice of  
16 approval for leave.
- 17 (i) Employees granted extended professional leave shall receive fifty (50%) percent of  
18 their base salary while on said leave.
- 19 (j) Employees who are granted this leave shall agree in writing to return to employment in  
20 the District for three (3) years after returning from said leave.
- 21 (k) In the event the employee should not return to the District for the three (3) years,  
22 he/she shall reimburse the Board for salary as follows:  
23 (1) zero (0) years of return service the full amount of the leave pay,  
24 (2) one (1) year of return service--two-thirds (2/3) of the amount of the leave pay,  
25 (3) two (2) years of return service--one-third (1/3) of the amount of the leave pay.
- 26 (l) During the period of said leave, the employee shall be entitled to all benefits that are  
27 provided by contract, policy or law, including retirement, seniority, insurance and sick  
28 leave.
- 29 (m) Approval of extended professional leave is a discretionary decision of the Board and is  
30 not subject to the grievance procedure.

31 **11.0209 – TEMPORARY DUTY:** Upon the approval of the Superintendent, a teacher may be  
32 assigned to be temporarily away from his/her regular duties and/or place of employment for the  
33 purpose of performing other educational services, including but not limited to participation in  
34 surveys, professional meetings, study courses, workshops, professional organizational meetings,  
35 and similar services of direct and long-term benefit to the educational program. Such assignment

1 may be initiated by the principal or other immediate supervisor, the Superintendent or by the  
2 individual who desires the temporary duty. Temporary duty, when approved by the  
3 Superintendent, shall be with full compensation of salary. Each request for temporary duty shall  
4 be filed with the teacher's principal or other immediate supervisor as early as possible but at least  
5 one (1) week in advance of the effective date of the temporary duty. In the event that temporary  
6 duty leave is denied, the administrator denying the leave shall provide the reasons for the denial  
7 in writing to the teacher at the time of denial.

8 **11.0210 – TEMPORARY DUTY LEAVE FOR SUMMER COURSEWORK:** Employees  
9 enrolled in a degree-seeking program may be eligible to apply for temporary duty leave of up to  
10 a total of five (5) days during pre- or post school planning as needed to attend summer school  
11 classes for completion of the degree. Application for this leave must be submitted at least twenty  
12 (20) days prior to the close of the teacher's work year and will be subject to review and approval  
13 by the professional leave committee as defined in Provisions 11.0208.

14 **11.0211 – FAMILY AND MEDICAL LEAVE:** All provisions of this section shall be effective  
15 for School Board employees July 1, 1994, and shall be interpreted so as to comply with the  
16 requirements, including definitions, of the Family and Medical Leave Act of 1993, and any  
17 applicable implementing regulations. No provision in this section shall operate to limit or reduce  
18 leaves provided under other contract terms.

19 (a) **Employee Eligibility:** Any employee who has worked for the Lee County School  
20 District for at least twelve (12) months and for at least 724 hours during the year  
21 preceding the start of the leave is eligible.

22 (b) **Reasons for Leave:** Eligible employees shall be granted FMLA leave: 1) to care for  
23 the employee's child after birth, or following placement for adoption or foster care;  
24 2) to care for the employee's spouse, son or daughter or parent, who has a serious  
25 health condition; or 3) because of a serious health condition that makes the employee  
26 unable to perform the functions of the employee's job; (4) to use for any qualifying  
27 exigency arising out of the fact that a covered military member (member of the  
28 National Guard and Reserves) is on active duty or called to active duty status in  
29 support of a contingency operation. A qualifying exigency is defined as follows: a.  
30 Short-notice deployment; b. Military events and related activities; c. Childcare and  
31 school activities; d. Financial and legal arrangements; e. Counseling; f. Rest and  
32 recuperation; g. Post-deployment activities; h. Additional activities not encompassed in  
33 the other categories, but agreed to by the Board and employee; or (5) to care for a  
34 covered service member with a serious illness or injury incurred in the line of duty  
35 while on active duty. Such eligible employees shall be permitted to take up to 26 work  
36 weeks of leave in a 12-month period.

37 (c) **Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve  
38 (12) work weeks of FMLA leave in a 12-month period, to be measured backwards  
39 from the commencement date the employee uses FMLA leave. An eligible employee  
40 taking leave under paragraph b.(5) shall be permitted to take up to 26 work weeks of  
41 leave in a 12-month period.

1 (d) **Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken  
2 intermittently whenever it is medically necessary to take care of a seriously ill spouse,  
3 child or parent of the employee, or because of the employee's own serious health  
4 condition making the employee unable to work. Intermittent leave may be taken in  
5 increments of one or more days or partial days. Certification of the need for  
6 intermittent leave, and the leave schedule, shall be provided by the health care  
7 provider. Employees needing intermittent FMLA leave must attempt to schedule their  
8 leave so as to minimize disruption to the District's operations. The District may assign  
9 an employee to an alternative position on a temporary basis with equivalent pay and  
10 benefits that better accommodates the employee's intermittent leave schedule.  
11 Intermittent FMLA leave must be requested by the employee in writing at least thirty  
12 (30) days in advance, or as soon as is practicable.

13 (e) **Maintenance of Group Medical Insurance:** The Board shall maintain an employee's  
14 medical insurance coverage during FMLA leave to the same extent coverage was  
15 provided to the employee prior to taking FMLA leave, for a period not to exceed  
16 twelve (12) weeks during the applicable twelve (12) month period and for 26 weeks  
17 during the applicable twelve (12) month period if eligible for leave under paragraph  
18 b.(5) of this provision. Medical insurance premiums which had been paid by the  
19 employee prior to FMLA leave for any dependent coverage must continue to be paid  
20 by the employee during the FMLA leave period. If such payments are not made by the  
21 employee, the dependent's insurance coverage will lapse and no benefits will be paid  
22 for claims incurred while the policy has lapsed. When the employee is reinstated, and  
23 payroll deduction of dependent's premiums resumes, the dependent's insurance will be  
24 reinstated with the same coverage as prior to the lapse.

25 (f) **Notice:** Employees must request FMLA leave in writing, directed to the Personnel  
26 Department, at least thirty (30) calendar days in advance, or as early as is practicable.  
27 The time for the start of the leave may be delayed for up to thirty (30) days for failure  
28 to provide timely notice. An employee needing FMLA leave must follow the work  
29 site's usual and customary call-in procedures for reporting an absence, absent unusual  
30 circumstances.

31 (g) **Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the  
32 same or an equivalent position. An equivalent position must be at the same pay,  
33 benefits, and working conditions, include the same privileges, prerequisites and status,  
34 and involve the same or substantially similar duties and responsibilities. The equivalent  
35 position must be located at the same or geographically proximate work site unless the  
36 employee's request for transfer has been accepted.

37 (h) **Failure to Return:** At the start of any FMLA leave, the employee must state whether  
38 he/she intends to return at the end of the leave. If the employee does not intend to  
39 return, the employee will be deemed to have resigned voluntarily, and no FMLA  
40 benefits will be provided. If the employee states that he/she intends to return, and then  
41 fails to return, for reasons other than 1) the continuation of a serious health condition

1 of the employee or a covered family member or 2) circumstances beyond the  
2 employee's control (certification required within 30 days of failure to return for either  
3 reason), the employee must promptly reimburse the Board for the cost of insurance  
4 provided by the Board during the leave. If the employee fails to do so, the Board may  
5 take action to recover the premiums paid.

6 (i) **Application of Paid Leave:** Employees are required to use paid accrued sick leave  
7 before any FMLA leave is taken as a result of a serious health condition. Employees  
8 are required to use any paid accrued vacation before any FMLA leave is taken. Any  
9 such paid accrued leave taken will be counted toward the allowable twelve (12) weeks  
10 of FMLA leave.

11 (j) **Medical Certification:** Employees requesting FMLA leave due to a serious health  
12 condition of the employee, or of the employee's spouse, child or parent, are required to  
13 submit a certification from a health care provider, verifying that the leave is medically  
14 necessary. If the Board deems a medical certification incomplete or insufficient, the  
15 Board must specify in writing what information is lacking, and give the employee 14  
16 calendar days to cure the deficiency. Form WH-380 shall be used. The Board may  
17 require an employee to obtain a second medical certification, at the Board's expense.  
18 The second health care provider may not be employed on a regular basis by the  
19 District. If the opinions of the first and second health care provider differ, the Board  
20 may require a third medical certification, again at the Board's expense, from a health  
21 care provider selected by the employee from a mutually agreed upon list maintained by  
22 the Director of Insurance and Benefits Management. The third opinion shall be final  
23 and binding. In all cases the Board may request a recertification of an on-going  
24 condition every six months in conjunction with an absence.

25 (k) **Fitness-for-Duty Certification:** As a condition of restoration of an employee who has  
26 taken FMLA leave due to the employee's serious health condition, the employee is  
27 required to provide certification from the employee's health care provider that the  
28 employee is able to resume work, i.e. is fit for duty and has the ability to perform the  
29 essential functions of the employee's job. If an employee is taking intermittent leave  
30 and reasonable job safety concerns exist, the Board may require a fitness for duty  
31 certification before the employee may return to work.

32 **11.0212 – INSURANCE COVERAGE:** The insurance coverage of any employee who is  
33 granted a leave terminates on the first scheduled pay day that the employee does not receive a  
34 paycheck, except as otherwise provided by law or this agreement. To continue insurance  
35 coverage during the leave period, the employee must remit all premiums due thereafter when  
36 permitted.

37 **11.03 - TERMINAL PAY BENEFITS:** A regular full-time teacher, upon application, after ten  
38 years of creditable service in a retirement plan established by the Florida Legislature, shall be  
39 entitled to terminal pay at the time of:

40 (a) normal retirement or early retirement;

- 1 (b) disability retirement;
- 2 (c) termination.

3 However, if termination is by death of the teacher, the ten (10) years of creditable service in a  
4 retirement plan established by the Florida Legislature will not be required and payment will be  
5 made to the teacher's beneficiary.

6 **11.031:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan  
7 established by the Florida Legislature and shall be based on the total number of accrued and  
8 valid sick leave days credit to the teacher at the daily rate of pay of the teacher at the time of  
9 termination. The amount of terminal pay shall be computed as follows:

- 10 (a) during the years of service one through three (1-3) in the District, thirty-five (35)  
11 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate  
12 of pay
- 13 (b) during the years of service four through six (4-6) in the District, forty (40) percent of  
14 the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 15 (c) during the years of service seven through nine (7-9) in the District, forty-five (45)  
16 percent of the hours of accumulated sick leave shall be multiplied times the number of  
17 days of accumulated sick leave; or
- 18 (d) during the years of service ten through twelve (10-12) in the District, fifty (50) percent  
19 of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 20 (e) during and after the thirteenth (13<sup>th</sup>) year of service in the District, one hundred (100)  
21 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate  
22 of pay

23 **11.032:** Any teacher entitled to terminal pay benefits shall have been under contract to render  
24 services for the period immediately preceding termination of employment and shall not be under  
25 suspension from duty except for reasons pertaining to health, or have any charges pending which  
26 could result in dismissal from employment.

27 **11.033 SPECIAL PAY PLAN:** Teachers shall participate in the Special Pay Plan upon  
28 retirement, participation in the Florida Retirement System DROP program or upon termination  
29 from District employment. Teachers who have \$1,000 or more of terminal pay for unused  
30 accumulated sick leave and/or payments for unused annual leave shall have all eligible funds  
31 placed in the Special Pay Plan subject to the specific provisions of the plan.

32 **11.03301 MANDATORY PARTICIPATION:** Participation in the Special Pay Plan is  
33 mandatory for all eligible teachers.

34 **11.03302 TERMINATION OF PLAN PARTICIPATION:** Bargaining Unit Participation in  
35 the Plan may be terminated with the approval of the Association and the District.

1 **11.03303 DROP PARTICIPATION HOLDBACK:** Teachers enrolled in the DROP program  
2 shall be required to retain 30 days of accumulated sick leave that shall not be eligible for the  
3 Special Pay Plan until termination in DROP.

4 **11.03304 HOLD HARMLESS:** Plan participants who separate from employment before the  
5 calendar year in which they turn age 55 and who elect to withdraw funds prior to age 59 ½ are  
6 subject to a 10% early withdrawal penalty by the IRS. The District will hold harmless (make  
7 whole) teachers who fall within this category if they request all of their funds from the Plan  
8 Administrator within 60 days of actual retirement or termination of employment with the  
9 District.

10 **11.04 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a pool  
11 of emergency sick leave days from which contributors may draw after their own accumulated  
12 sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the  
13 provisions in other sections of this Article except as it provides for additional days of sick leave  
14 with pay for members of the SLB. The District has several Sick Leave Banks. When a Sick  
15 Leave Bank member changes positions which would require a change to a new Sick Leave Bank,  
16 that person shall be treated as a new member and must give up one sick day for membership in  
17 the new bank. However, if the member has donated a day within the same fiscal year, that day  
18 may be transferred to the new bank.

19 **11.041 – MEMBERSHIP:** Any full-time employee may enroll in the Sick Leave Bank between  
20 August 15 and September 30 provided the following three requirements are met:

- 21 (a) Continuous employment for at least one (1) year.
- 22 (b) Accrual of six (6) sick leave days by September 1.
- 23 (c) Donation of a seventh or subsequent sick leave day by October 15.

24 Application forms for membership shall be provided to teachers at their school centers during  
25 preschool planning days. Sick leave days donated to the bank will not be returned except as  
26 hereafter provided.

27 **11.042 - CONTRIBUTION:** In the event the number of days in the SLB balance falls below  
28 thirty percent (30%) of the number of SLB members, each member of the SLB shall be required  
29 to contribute one (1) day, from their own accumulated sick leave to the SLB. In the event an SLB  
30 member cannot contribute an additional day due to leave exhaustion, and he/she is not currently  
31 drawing from the SLB, the additional day automatically shall be the next accrued sick leave day.

32 **11.043 - DURATION:** If membership in the bank and the number of days in the bank should fall  
33 below three hundred (300), the bank shall be discontinued and days remaining in the bank shall  
34 be distributed as provided elsewhere in this section.

35 **11.044 – ADMINISTRATION:**

- 1 (a) The SLB will be administered by the Personnel Department. Forms may be obtained  
2 by participating teachers from the Personnel Office or work site.
- 3 (b) An Overview Committee consisting of two (2) representatives appointed by the  
4 Superintendent and two (2) representatives appointed by the Association shall be  
5 formed to review the administration of the bank, investigate alleged abuses, and  
6 determine eligibility as set forth in 11.041 of this section. Committee members shall be  
7 provided a quarterly report showing the number of SLB members, balance of days, and  
8 number of applications for withdrawals.

9 **11.045 - BENEFITS:** The SLB shall be used only by the SLB member for his/her own personal  
10 illness or disability and may not be used because of the illness, disability or death of any other  
11 person.

- 12 (a) In the event of a continuing or catastrophic illness of a participating teacher, causing  
13 the teacher to be absent from work for an extended period of time, the teacher may  
14 receive paid leave as follows:
- 15 1) All accumulated sick leave and all other forms of paid leave available to the  
16 teacher must first be expended, followed by an unpaid leave of ten (10)  
17 continuous work days.
  - 18 2) Application must be made to the SLB, submitting medical certification and  
19 justification of the number of days required for the leave.
  - 20 3) A maximum of one hundred (100) continuous paid work days may be received by  
21 a teacher in a school year or a total of one hundred (100) days for any one illness  
22 or disability. Having used one hundred (100) days for any one illness or disability  
23 and having returned to work, the teacher shall again become eligible to draw days  
24 for the same illness or disability after a three (3) year waiting period which shall  
25 begin with the date of returning to work.
- 26 (b) In the event of a continuing or second catastrophic illness of a participating employee  
27 which occurs within one calendar year of the date the employee returned to work after  
28 utilizing the Sick Leave Bank and the employee is approved for sick leave benefits, the  
29 ten (10) days of unpaid leave shall be waived.
- 30 (c) Questions raised by the Personnel Department concerning the eligibility of an  
31 employee to receive benefits will be reviewed by the Overview Committee which will  
32 make the final determination as to eligibility for benefits. In cases denied, the  
33 Overview Committee shall provide, in writing, reason(s) for such denial. The applicant  
34 may appeal his/her request to the committee for reconsideration within ten (10) days  
35 from receipt of denial. The Overview Committee's determination is not subject to the  
36 grievance procedure and arbitration.

37 **11.046 - ABUSE:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a  
38 finding of such abuse, the teacher shall be required to repay all of the sick leave credits drawn  
39 from the SLB and shall be subject to such other disciplinary action as determined by the School  
40 Board to be appropriate.

1 **11.047 - DISCONTINUANCE:** If it should become necessary to discontinue the SLB, unused  
2 sick leave in the bank will be distributed in the following manner:

- 3 (a) If the number of unused sick leave days in the bank exceeds the number of members in  
4 the bank, each member will receive one (1) of the unused days to be credited to his/her  
5 personal accumulated sick leave account. Those days exceeding the number of  
6 members in the bank will be dispensed of at the sole discretion of the Board whose  
7 decision will be final and not subject to the grievance procedure and arbitration.
- 8 (b) If the number of unused sick leave days in the bank is equal to the number of members  
9 in the bank, each member will receive one (1) of the unused days to be credited to  
10 his/her personal accumulated sick leave account.
- 11 (c) If the number of unused sick leave days in the bank is more than one-half (1/2) but less  
12 than or equal to the number of members in the bank, each member will receive one-  
13 half (1/2) of one of the unused days to be credited to his/her personal accumulated sick  
14 leave account. Those days exceeding one-half (1/2) of the number of members in the  
15 bank will be dispensed of at the sole discretion of the Board whose decision will be  
16 final and not subject to the grievance procedure and arbitration.
- 17 (d) If the number of unused sick leave days in the bank is equal to one-half (1/2) of the  
18 number of members in the bank, each member will receive one-half (1/2) of one of the  
19 unused days to be credited to his/her personal sick leave account.
- 20 (e) If the number of unused sick leave days in the bank is less than one-half (1/2) of the  
21 number of members in the bank, all of the days will be disposed of at the sole  
22 discretion of the Board whose decision will not be subject to the grievance procedure  
23 and arbitration.

24 **11.048 – HOLD HARMLESS:** The Association, its officers, agents, and members of the  
25 bargaining unit will hold the Board, its officers and agents harmless for the cost and results of  
26 any action which may be brought by any of its members, group or groups of members, members  
27 of the bargaining unit, or agencies of law, with respect to the establishment, administration or  
28 expenditure of the assets of the SLB.

29 **11.05 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,  
30 earned sick leave to his or her spouse (person to whom the donor employee is legally married at  
31 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of  
32 the donor employee), or sibling (brother or sister of the donor employee, but not step-sister or  
33 step-brother) who is also a regular part-time or full-time district employee (not a temporary  
34 employee or substitute).

35 **11.051 – TRANSFER OF SHARED SICK LEAVE:** The transfer of sick leave is subject to  
36 the following limitations and conditions:

- 37 (a) The transfer of sick leave will be administered by the Payroll Department. Employees  
38 wishing to donate sick leave shall request the transfer in writing to the Payroll



1 Department. The letter of request must include the total hours requested for transfer,  
2 name, and social security number of the intended recipient, the work location of the  
3 intended recipient, the relationship of the intended recipient to the employee donating  
4 the sick leave, and the social security number and work location of the employee  
5 writing the letter of request for transfer of sick leave hours.

6 (b) The signed, completed letter requesting the transfer must be received in the Payroll  
7 Department prior to the current pay period processing cut-off date in order to be  
8 reflected on the recipients' current payroll record.

9 (c) The recipient must be employed in a position eligible to accrue leave time.

10 (d) The donated sick leave must be used for illness only and must be supported by medical  
11 verification from a physician upon request.

12 (e) The recipient may not use donated sick leave until all of his or her accumulated sick  
13 and vacation leave is depleted.

14 (f) If the total hours identified on the letter of request from the donor is not eligible for  
15 transfer, or if the recipient identified in the letter is not eligible to receive the requested  
16 transfer of sick leave hours, the letter will be returned by the Payroll Department to the  
17 employee with an explanation included on, or attached to, the letter of request.

18 (g) Unearned, advanced sick leave hours are not eligible for transfer.

19 (h) The recipient will not accrue leave while using the sick leave donated by the spouse,  
20 child, parent, or sibling.

21 (i) The Payroll Department will retain on file, a copy of the returned letters including the  
22 explanation denying the requested transfer.

23 (j) The maximum number of shared sick leave hours to be transferred at one time will be  
24 calculated as follows: 20 days X number of recipient work hours per day.

25 (k) Any unused donated sick leave shall revert to the donor employee upon the recipient  
26 employee's return to work or termination of employment.

27 (l) If a donor employee retires or terminates, any unused shared sick leave of the recipient  
28 will revert back to the donor employee as of the last date of employment.

29 (m) Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

30 **11.052 – HOLD HARMLESS:** The Association, its officers or agents and the members of the  
31 unit shall hold the Board, its officers, employees and agents harmless from any and all claims  
32 which may be brought by any of its members of the unit or authorized litigant with the  
33 establishment or administration of the shared sick leave policy.

## ARTICLE 12

### PERSONAL AND ACADEMIC FREEDOM

- 1 **12.01 - PERSONAL:** Each teacher's citizenship right to exercise or support his/her political  
2 preference on his/her own time and away from school premises shall not be impeded providing  
3 such activities do not violate any local, state or federal ordinance or law.
- 4 **12.02 - ACADEMIC:** It is the intent of the Board that teachers shall have academic freedom  
5 within the outlines of course content and the curriculum adopted by the Board.

## ARTICLE 13

### WORK YEAR

1 **13.01 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall include  
2 six (6) paid holidays. Teachers will not be required to work on the paid holidays established by  
3 the Board as a part of the annual school calendar.

4 Teacher professional duty days are to be used for teachers to prepare grades, lesson plans and  
5 other required records and reports. Grade sheets shall not be due until one hour prior to the end  
6 of this duty day.

7 Teacher in-service days shall be used for teacher professional development as identified in the  
8 teacher's Professional Development Plan and the School Improvement Plan.

9 The following work schedule is for those instructional personnel who have greater than a ten  
10 (10) month schedule.

11	(A) School Counselor - Adult Education	201
12	School Counselor - Middle School	
13	School Counselor - High School	
14	Teacher - High School - Industrial Cooperative Education	
15	Teacher-On-Assignment	
16	(B) School Counselor - High School	206
17	Teacher-On-Assignment	
18	(C) School Social Worker - Student Welfare And Attendance (1)	216
19	Teacher – High-Tech Centers – Cosmetology and Health Occupations	
20	Teacher-On-Assignment	
21	Teacher-JROTC	
22	School Psychologist	
23	(D) School Counselor - High-Tech Centers	226
24	Technology Specialists	
25	Teacher – High-Tech Centers – Health Occupations	
26	Teacher-On-Assignment	
27	(E) Teacher – High-Tech Centers – Health Occupations	255
28	Teacher-On-Assignment	
29	Department of Juvenile Justice (DJJ) Teacher	
30	School Psychologist	
31	Financial Aid Advisor – High-Tech Centers	
32	(F) District Athletic Trainer	196

1 The Department of Juvenile Justice (DJJ) twelve-month (255 day) calendar will be jointly  
2 developed by the DJJ Administrators and Teachers to ensure the required 240-day instructional  
3 calendar and the recommendation shall be forwarded to the District Labor Management  
4 Committee.

5 Exceptions: The contractual work year may be reduced when agreed to by the teacher and  
6 supervisor. The work year may be extended to meet student/ programmatic needs with advanced  
7 notification to TALC and the Director of Personnel.

8 **13.011 – FLEXIBLE WORK YEAR:** The work year for instructional personnel scheduled to  
9 work longer than 196 days may be adjusted to accommodate instructional or student needs. Such  
10 adjustments shall be determined ten (10) days prior to the last day of the student year for the  
11 following school year, set forth in a written document and signed and dated by the teacher and  
12 principal/supervisor and retained at the school/department. The days shall be determined in  
13 consultation with the teacher; however, the final decision shall be made by the  
14 principal/supervisor to ensure adequate staffing throughout the year.

15 **13.012 – EXTENDED WORK YEAR FOR SCHOOLS IN NEED OF IMPROVEMENT:**  
16 The work year for instructional personnel employed at a school designated as a school in  
17 improvement/corrective action as defined in the No Child Left Behind Act of 2001 and State  
18 Board of Education Rule may be extended for five days to accommodate instructional or student  
19 needs. The additional five days will be used for training and professional development.  
20 Instructional personnel employed during this extended work year will be paid according to their  
21 current hourly rate.

22 **13.02 - CALENDAR COMMITTEE:** On or before October 15, a joint committee of thirty (30)  
23 members, twelve (12) of whom shall be appointed by the Superintendent including the  
24 chairperson, and twelve (12) of whom shall be appointed by the Association representing all  
25 affected bargaining units, and six (6) selected by the District Advisory Council, who are not  
26 school employees, shall meet. The committee shall review the next year's instructional calendar.  
27 Disputes not resolved within the Calendar Committee, or changes to the committee's  
28 recommendations shall be subject to bargaining before implementation.

29 **13.03 - EMERGENCY MAKE-UP DAYS:** When it is necessary to close schools as a result of  
30 a hurricane or other natural disaster, employees will be notified via radio and television, if  
31 possible, prior to the beginning of the work day. Employees who do not make up said time  
32 during their work year will not be paid for these days and pay will be deducted from the last  
33 paycheck of the fiscal year in which the days are missed or from the employee's last paycheck in  
34 the event the employee terminates sooner. National and/or legal holidays may not be used as  
35 make-up days when schools are closed due to emergency. The Board agrees to meet with the  
36 Association to discuss make-up days when schools are closed due to an emergency.

37 **13.031:** For employees who work 196, 201 or 206 days, the time shall be made up on the days  
38 that students are scheduled to make up school.

1 **13.032:** For employees who work 216 or 226 days, time will be made up by extending the  
2 contract year by the number of days missed.

3 **13.033:** For employees who work 255 days per year, time will be made up by extending the  
4 length of the work day as determined by the Superintendent.

5 **13.034:** The Board reserves the right to waive make-up time.

6 **13.04 - VACATION:** This section shall apply to all full time twelve (12) month employees in  
7 the TALC bargaining unit.

8 (a) A member of the unit who is employed on a twelve (12) month basis shall be allowed  
9 paid vacation leave, exclusive of holidays, as follows:

10 1) An employee with less than five (5) years of continuous service shall accrue one  
11 day per month (Twelve (12) days per year).

12 2) An employee with five (5) years or more of continuous service shall accrue one  
13 and one quarter days per month (fifteen (15) days per year).

14 3) An employee with ten (10) years or more of continuous service shall accrue one  
15 and one half days per month (eighteen (18) days per year).

16 4) During days when regular 196 day certified employees are not scheduled to work  
17 (non-duty days) twelve (12) month employees may take vacation time without  
18 restriction on the number of employees on vacation at any given time.

19 (b) Vacation will not be granted until it is earned. Each employee who has accrued at least  
20 ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of  
21 vacation during the calendar year. Each employee who has earned fifteen (15) or more  
22 days of vacation shall be allowed to take at least three (3) consecutive weeks during the  
23 calendar year. Vacation periods greater than three (3) consecutive weeks may be  
24 requested by an eligible employee and shall be subject to the approval of the  
25 superintendent.

26  
27 (c) Vacation may be granted in increments of one-half the employees work day, provided  
28 that the request does not disrupt the operation of the work site. All vacation requests  
29 must be submitted to the supervisor at least 24 hours in advance of the requested  
30 vacation time. Requests for vacation time of three or more consecutive weeks shall be  
31 submitted at least thirty (30) days in advance of the requested vacation time.

32 (d) Full time twelve (12) month employees in the TALC bargaining unit, other than those  
33 employees at the Department of Juvenile Justice facility, will submit vacation requests  
34 between January 1st and March 10<sup>th</sup>. Each supervisor shall develop and post a vacation  
35 schedule by March 31<sup>st</sup>. Requests for vacation will be granted based on seniority. The  
36 supervisor may deny vacation requests that disrupt the operation of the school or  
37 department. Vacation requests received after March 10 will be considered on a first-  
38 come first-served basis subject to the above rules.

39  
40

- 1 (e) Full time twelve (12) month employees in the TALC bargaining unit that are employed  
2 at the **Department of Juvenile Justice facility** will submit vacation requests between  
3 April 1 and June 30 of each year for vacation leave that will occur from July 1 through  
4 June 30 of the following year. Requests for vacation will be granted based on seniority  
5 however, requests received after June 30 will be considered on a first-come first-served  
6 basis.  
7
- 8 (f) An employee may accrue a maximum of forty-five (45) work days of annual leave.  
9 Annual leave shall not be granted prior to the time it is earned and shall be used only  
10 with the approval of the superintendent upon the recommendation of the employee's  
11 supervisor. Upon separation from the Board an employee shall be paid for accrued  
12 annual leave as of the date of the separation based on the employee's hourly rate of pay  
13 at the time of separation.
- 14 (g) In the case of the death of an employee, payment for accrued annual leave shall be  
15 made to the employee's beneficiary of record or if none, to his/her estate.

## ARTICLE 14

### BENEFITS

1 **14.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance  
2 through the District's medical plan and group term life insurance for all eligible employees.  
3 Effective April 1, 2003, the Board will provide major medical insurance through a program  
4 offered by BlueCross BlueShield of Florida (BCBS).

5 **14.011 – ELIGIBILITY:** Employees who are regularly scheduled to work thirty (30) or more  
6 hours per work week are eligible for Board provided medical and life insurance coverage as  
7 described in this article; except that, employees who were employed with the Board as of  
8 January 4, 1996, and who were, at that date, and continue to be, regularly scheduled to work  
9 twenty (20) or more hours per work week, shall continue to be eligible for Board provided major  
10 medical insurance and group term life insurance as described in this article.

11 **14.02 – FLEX CREDITS:** The Board shall contribute the following amounts into Flex Credits  
12 for each employee who is eligible for Board-Provided Benefits:

- 13 (a) \$6,372 for the period March, 2009, through February, 2010 (for Benefit Plan Year  
14 April, 2009, through March, 2010);  
15 (b) \$6,372 for the period March, 2010, through February, 2011 (for Benefit Plan Year  
16 April, 2010, through March, 2011);

17 Flex Credits are to be applied by employees toward the purchase of their own major medical  
18 insurance: dependent medical insurance, dental insurance, vision insurance, and/or cancer  
19 insurance.

20 The total Board contribution for the benefits listed above shall not exceed the Flex Credits  
21 amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex  
22 Credits.

23 **14.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its  
24 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits  
25 included in the Flex Plan may be purchased pre-tax through payroll deduction or with Flex  
26 Credits.

27 **14.031 – ENROLLMENT:** Enrollment in the Flex Plan is automatic. New employees eligible  
28 for benefits have the option to waive participation in the Flex Plan within the first thirty (30)  
29 days of employment. Regular employees eligible for benefits are allowed to change their Flex  
30 Plan status during the annual enrollment period or within sixty (60) days following a qualified  
31 family status change. Enrollment in any individual benefit included in the Flex Plan remains  
32 binding until the employee changes his/her benefit election. Such changes may only be made  
33 during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or  
34 within sixty (60) days (to drop a benefit) following a qualified family status change, and must be

1 made on the appropriate enrollment change form. Changes made during the Open Enrollment  
2 period will become effective the first day of the new benefit plan year.

3 **14.032 – FLEXIBLE SPENDING ACCOUNTS:** All eligible employees may participate in  
4 optional medical and/or dependent care Flexible Spending Accounts, which allow those  
5 employees to pay for qualified medical and dependent care expenses with pre-tax payroll  
6 deductions. Flex Credits may not be directed to Flexible Spending Accounts.

7 **14.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance  
8 through the District’s medical plan to each eligible employee. Effective April 1, 2009, the Board  
9 will provide major medical insurance through four BCBS self insured medical plans: the School  
10 District of Lee County’s BCBS 903 PPO medical plan, BCBS 706 PPO medical plan, BCBS 118  
11 PPO medical plan, and BCBS HMO 10 medical plan. Such coverage shall become effective the  
12 first of the month following a forty-five (45) day waiting period from date of employment. The  
13 date of employment shall be included as one of the forty-five (45) days.

14 **14.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical  
15 insurance coverage shall be allowed to decline coverage under the School District's medical plan.  
16 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay  
17 periods) of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The  
18 Board shall retain the current Flex Credits contribution amount (less the amounts indicated  
19 above) the School District's general fund for all employees who decline coverage in FY10. In  
20 FY11, the Board shall resume contributions to the District’s self-insured medical fund.

21 The parties agree to re-evaluate this provision during FY10.

22 **14.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of  
23 group term life insurance for each eligible employee, with an additional twenty thousand dollars  
24 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the  
25 first of the month following a forty-five (45) day waiting period from date of employment. The  
26 date of employment shall be included as one of the forty-five (45) days.

27 **14.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits  
28 available to all eligible employees. Employees who participate in voluntary benefits must do so  
29 at their own expense or with available Benefit Bank dollars. Voluntary benefits shall be  
30 recommended by the Insurance Task Force and approved by the Board.

31 **14.071 – ELIGIBILITY:** Employees who are regularly scheduled to work twenty (20) or more  
32 hours per work week are eligible for the optional group voluntary benefits offered by the Board.

33 **14.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in  
34 an amount not less than one million dollars (\$1,000,000) per occurrence.

35 **14.09 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of this  
36 agreement by the parties, a joint task force of sixteen (16) members, eight (8) of whom shall be  
37 appointed by the Superintendent, including the Chairman, and eight (8) of whom shall be



1 appointed by the Associations, representing all affected bargaining units, shall meet. The joint  
2 task force shall review the current insurance programs and workers' compensation issues. It will  
3 explore alternatives, improvements, changes, and specifications to the existing insurance  
4 programs. In order to be implemented, any committee recommendations that alter the provisions  
5 within this agreement or any of the medical plan benefit description documents shall be  
6 incorporated by reference in the agreements after they have been ratified by both the Board and  
7 the Association.

8 The parties agree to use the Interest Based process when requested by the super majority of  
9 either TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives or  
10 District representatives. When using the Interest Based process, the parties will develop a  
11 decision-making timeline by mutual agreement of the parties which allows ample opportunity to  
12 discuss the issues of concern. In the event that a decision-making timeline lapses, the parties will  
13 revert to using majority vote to honor the deadlines in the agreed upon decision-making timeline.

14 **14.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be  
15 transferred out of the fund without the recommendation of the Insurance Task Force.

## ARTICLE 15

### COMPENSATION

1 **15.01 - SALARIES:** Effective July 1, 2009, each teacher shall be paid in accordance with the  
2 yearly salary schedule shown in (see Appendix). Effective July 1, 2010, increment increases  
3 shall only be paid following the ratification of a successor agreement.

4 **15.011 -** Teachers who are employed beyond the 196-day work year, including but not limited to  
5 summer school, will be paid on the same hourly rate of pay as received in the school year just  
6 completed, exclusive of any supplements paid.

7 **15.012 -** Teachers who, during the 196-day work year, are employed for instruction beyond the  
8 defined teacher work day will be paid according to their current hourly rate, exclusive of any  
9 supplements paid.

10 **15.013 -** Teacher participation in voluntary workshops or inservice training outside the school  
11 year may be paid a Voluntary Training Stipend of \$15 per hour of training.

12 **15.014 – EXPERIENCE CREDIT:** Effective July 1, 2009 experience credit shall be  
13 determined as provided in the following provision. Experience credit shall be determined using  
14 the step conversion table in (see Appendix). A maximum of ten (10) years experience in out-of-  
15 state public schools, state colleges and universities, U.S. government schools for dependents,  
16 public school in the American Virgin Islands, Guam, American Samoan Islands, and Puerto Rico  
17 shall be allowed for salary credit. All years experience in Florida public school districts outside  
18 of Lee County shall be recognized for salary credit. To be eligible, creditable experience must  
19 have been attained after the person held a valid teaching certificate and a four-year degree except  
20 when specified otherwise by Florida certification rules. Documentation of experience credit  
21 shall be provided to the District's Personnel Department within 120 calendar days of the  
22 employee's first day of employment. Failure to provide such documentation within 120 days of  
23 the employee's first day of employment will result in experience credit being granted from the  
24 date of submission of the documentation.

25 **15.015 - FOR SPEECH PATHOLOGISTS:** Experience credit shall be determined using the  
26 step conversion table in (see Appendix). One year of salary credit shall be granted to speech  
27 pathologists for each year of related experience in public or private agencies serving children and  
28 families. A maximum of ten (10) years out-of-state experience or sixteen (16) years in-state  
29 experience or any combination thereof which does not exceed sixteen (16) years shall be  
30 permitted.

31 **15.016 - FOR SCHOOL SOCIAL WORKERS, SCHOOL COUNSELORS, SCHOOL**  
32 **PSYCHOLOGISTS, OCCUPATIONAL THERAPIST AND PHYSICAL THERAPIST:**  
33 Experience credit shall be determined using the step conversion table in (see Appendix). One  
34 year of salary credit shall be granted to school social workers, school counselors and school  
35 psychologists for each year of related experience in public or private agencies serving children  
36 and families up to a maximum of three (3) years.

1 **15.017 - FOR ROTC INSTRUCTORS:** Experience credit shall be determined using the step  
2 conversion table in (see Appendix). ROTC instructors initially employed prior to July 1, 1993,  
3 shall be placed on the salary schedule at the appropriate experience level based on actual  
4 teaching experience as defined above or six (6) years of experience credit for military service, or  
5 an experience credit in accordance with the District agreement with the military, whichever is  
6 greater. ROTC instructors initially employed after July 1, 1993, shall be paid a salary equivalent  
7 to the pay they would receive on active duty minus army retirement pay currently received, or  
8 starting teacher salary, whichever is higher. Additionally, instructors who hold advanced degrees  
9 would be compensated for those advanced degrees in accordance with the current teacher salary  
10 schedule. Those instructors who hold a Florida Teaching Certificate, and teach at least two (2)  
11 non-ROTC classes shall be placed on the salary schedule at the appropriate experience level  
12 based on actual teaching experience as defined above or six (6) years experience credit for  
13 military service, or an experience credit in accordance with the District agreement with the  
14 military, whichever is greater.

15 **15.018 -** For advancement to a higher salary level, the effective date shall be the date of  
16 completion of all requirements for the degree as stated on official documentation or registrar  
17 confirmation. Such advancement shall be initiated upon the receipt of said documentation in the  
18 Personnel Office.

19 **15.019 – FY10 COMPENSATION BONUS:** During the 2009 – 2010 contract year, the District  
20 will set aside funds in anticipation of a revenue shortfall. Should funds remain available after the  
21 fourth calculation, these funds will be set aside for additional compensation to be paid to eligible  
22 employees by the end of the 2010 school year as follows:

- 23 (a) If the shortfall fund is \$27 million and above, eligible employees will receive a  
24 compensation bonus equal to 2% of the employee's base pay.
- 25 (b) If the shortfall fund is between \$26.9 million and \$10 million, eligible employees will  
26 receive a compensation bonus equal to 1% of the employee's base pay.
- 27 (c) If the shortfall fund is below \$10 million, employees will receive no additional  
28 compensation.

29 The shortfall fund will be set aside no later than July 1, 2009. TALC will receive a monthly  
30 update regarding the status of the shortfall fund at District Labor Management. All full-time  
31 TALC employees employed during the pay period of the bonus and who have been employed for  
32 at least one day more than half of the school year will receive the bonus.

33 **15.02 – PAY DELIVERY:** Teachers will receive an initial pay check reflecting an amount equal  
34 to the pay period rate multiplied by the percentage of the days worked in the initial pay period,  
35 not to exceed a full pay period rate of pay. Thereafter, paychecks representing a full pay period  
36 rate based on the employee's annual salary will be issued semi-monthly. In the initial year of  
37 implementation of PeopleSoft (FY10) the balance of contract shall be issued on the last  
38 scheduled payday for the employee's work year. In January 2010, employees with direct deposit  
39 will be given the opportunity to select an option to have the balance of contract pay issued  
40 throughout the summer in the following school year (FY11) by selecting the 24 pays over 12

1 months option (24/12). Employees with direct deposit who select the 24/12 option, will receive  
2 semi-monthly paychecks during the summer months instead of receiving the balance due on the  
3 final paycheck.

4 **15.021** - Teachers employed in summer school shall be paid on the last work day in June  
5 provided the teacher has worked at least five (5) days in June, and was assigned prior to the pre-  
6 established personnel cut-off date for processing activity for the current pay period. Teachers  
7 who are assigned after the personnel cut-off date and who work at least five (5) days during June  
8 shall be paid no later than the middle-of-the-month payroll in July for all days worked through  
9 June 30 in the summer school program. Otherwise, paychecks will be delivered on the last  
10 scheduled pay date in July and the balance paid on the middle-of-the-month payroll in August.  
11 The summer school director will notify, by telephone, all teachers who will not receive a check  
12 on the last day in June. Verification of telephone notification will be confirmed to the teacher in  
13 writing.

14 **15.022** - When the 15th or last day of the month falls on a weekend or holiday, checks will be  
15 issued on the last scheduled work day prior to the weekend or holiday.

16 **15.023** - Paychecks will be delivered in a manner that ensures confidentiality. Upon written  
17 request, an employee shall receive his/her paycheck in an envelope.

18 **15.03 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon  
19 completion of an application available from the school site or the Personnel Office. If an  
20 employee terminates direct deposit, he/she may not re-enroll for one calendar year from the date  
21 of termination. Employees hired on or after July 1, 2005 shall be paid by automatic direct deposit  
22 for all jobs held in the District.

23 **15.04 - SUPPLEMENTS:** Each year eligible teachers shall be paid a salary supplement in  
24 accordance with the supplemental salary schedule shown in (see Appendix). No teacher shall  
25 receive more than three (3) supplements, excluding the position of Athletic Trainer. Any request  
26 beyond three (3) supplements must be approved by the Superintendent and the TALC President.

27 **15.05 - SUPPLEMENTAL POSITIONS:** Those supplemental positions designated on the  
28 salary schedule as countywide shall be advertised in the District Employment Opportunities no  
29 later than May 15 of each school year. The deadline for applications shall be ten (10) working  
30 days after the date of publication. Any athletic position listed on the salary schedule supplement  
31 which cannot be filled by a faculty member of the team's school shall be advertised in the  
32 District Employment Opportunities. The deadline for applications shall be ten (10) working days  
33 after the date of publication. Each principal shall post a list of supplemental positions allocated to  
34 that school for the subsequent school year until all positions have been filled. Supplements will  
35 not be paid until ratification of the contract covering the school year during which the  
36 supplement is provided, or September 30, whichever is earlier, with the exception of the  
37 following supplements: school counselor, agriculture teacher, school social worker, exceptional  
38 student education teacher, speech-language pathologist, detention center teacher, school  
39 psychologist and ROTC, curriculum/technology specialist (elementary), teacher-on-special  
40 assignment, and environmental education center resource teacher.

1 Supplement for high school band director, assistant band director, associate band instructor,  
2 athletic director, and seasonal athletic supplements, including cheerleading, shall be initiated  
3 when the season begins and shall be prorated for the remainder of the school year. Upon  
4 completion of a specific athletic season, that coach may request written verification from the  
5 principal that all responsibilities have been completed and the balance will be paid upon receipt  
6 of said verification by the Payroll Department.

7 The head coach and varsity assistant coaches shall be paid \$100 per week for coaching any or all  
8 of the defined work week during FHSAA sponsored post-season events. The post season athletic  
9 week shall be defined as Monday through Saturday for supplement calculation purposes. The  
10 TALC salary supplement shall be signed by the employee, the Principal, and the  
11 Athletic/Activities Director. The Athletic/Activities Director shall maintain records to monitor  
12 and authorize payment of the post-season supplements.

13 **15.06 - Legislative Bonus Programs:** The parties agree to implement the three bonus programs,  
14 including the Advanced Placement Test, Critical Shortage, and Alternative School bonuses if  
15 funded and any others developed in the future. The Labor/Management Committee will develop  
16 and implement by memorandum of understanding all Legislative Bonus Programs.

17 **15.07 – SUBSTITUTE COVERAGE:** When no substitute is available for an absent teacher  
18 another teacher may be assigned to cover the class as follows:

19 (a) Volunteers will be sought and a rotation schedule will be followed. The building  
20 principal shall maintain a list of those teachers who voluntarily agree to substitute  
21 during the teacher’s planning time. Teachers may only receive additional  
22 compensation equal to one period per day.

23 (b) Use of planning time will be compensated pro-rated at the regular rate calculated to the  
24 minute based on the length of the period covered.

25 (c) At the elementary level, when a teacher covers a class the teacher will be compensated  
26 at the regular rate calculated to the minute based on the length of the period covered.

27 (d) At the elementary level, when students are added to a class, the teacher will be  
28 compensated based on the percentage of the absent teacher’s total class enrollment  
29 added to the covering teacher’s class.

30 (e) Teachers who do not have a regularly assigned classroom will be compensated at the  
31 regular rate for the actual student contact time covered.

32 (f) School Counselors, Technology Specialists and Media Specialists shall be given one  
33 (1) continuous planning/conference time of not less than one instructional period per  
34 day for the purposes of receiving substitute coverage compensation.

35 **15.08 – READING ENDORSEMENT INCENTIVE:** Teachers who obtain their reading  
36 endorsement after July 1, 2006, and teach an intensive reading course at the secondary level

1 (middle and high school) shall be eligible for a supplement of \$500. Determination of an  
2 assignment in intensive reading shall be made through course identification in accordance with  
3 the Florida Course Code Directory or by the principal.

4 **15.081 – TUITION REIMBURSEMENT FOR COURSEWORK LEADING TO**  
5 **CERTIFICATION IN A CORE ACADEMIC SUBJECT:** Teachers who take coursework  
6 toward obtaining certification or re-certification in a Core Academic Subject after July 1, 2006,  
7 will be eligible to apply for tuition reimbursement. Tuition reimbursement will be for no more  
8 than 6 semester hours per year. The amount of tuition reimbursement awarded will be  
9 commensurate with the average credit cost of tuition at a Florida state university. Tuition  
10 reimbursement will occur on a first-come, first-served basis until funds are no longer available.  
11 The process for awarding eligible applicants tuition reimbursement will be developed and  
12 monitored by District Labor Management.

13 **15.082 – REIMBURSEMENT FOR TESTING FEES TOWARD ACQUIRING**  
14 **CERTIFICATION IN A CORE ACADEMIC SUBJECT:** Teachers who complete state  
15 required certification tests toward obtaining certification or re-certification in a Core Academic  
16 Subject after July 1, 2006, will be eligible to apply for reimbursement for testing fees.  
17 Reimbursement will be for the cost of the test only and will be distributed on a first-come, first-  
18 served basis until funds are no longer available. The process for awarding eligible applicants for  
19 testing fee reimbursement will be developed and monitored by District Labor Management.

## ARTICLE 16

### PARTICIPATORY DECISION MAKING

1 **16.01 - CONCEPT:** The parties to the Agreement endorse the concept of providing  
2 opportunities for teachers to participate in decisions that affect their classroom, school or  
3 department.

4 **16.02 – CONTRACT DEVIATION:** Schools that choose to participate in a Participatory  
5 Decision Making program shall be permitted to deviate from Article 5, Teaching Conditions; and  
6 Article 6, Provision 6.01, Teacher Authority and Protection of this Agreement. All other terms  
7 and conditions of this Agreement shall not be altered, modified or deviated from except with the  
8 express written consent of the Association. If a Participatory Decision Making program requires  
9 a deviation from the Agreement, the decision making process shall include an opportunity for all  
10 teachers to share their opinion. Such a decision shall not be implemented in any school without  
11 at least an 80% concurrence of the teachers.

12 **16.03 – SCHOOL COMMITTEES:** Teachers that serve on Participatory Decision Making  
13 committees in individual schools will be selected by the teachers in that school by secret ballot  
14 counted by the Association’s designated representative(s) and the Board representative(s).

15 **16.04 – PARAMETERS FOR PARTICIPATORY DECISION MAKING:** The TALC and  
16 District Labor Management Committee shall review the parameters for decision making to  
17 include but not be limited to budgets, instructional materials, personnel, and curriculum design.

18 **16.05 – OPTION FOR SCHOOLS TO DISCONTINUE:** Each participating school shall  
19 establish procedures whereby employees within the school may choose not to continue in the  
20 program for an ensuing year. Such procedures shall be forwarded to the TALC and District  
21 Labor Management Committee prior to initiating the procedures for discontinuation of  
22 Participatory Decision Making.

23 **16.06 – WAIVERS:** All schools can request a waiver of contract language. The TALC and  
24 District Labor Management committee shall develop a process for waivers of contractual  
25 provisions. Prior to implementation of any waiver it must be reviewed and approved by a  
26 committee consisting of District representatives and representatives of the TALC Executive  
27 Board and by the School Board. The waiver process shall include an opportunity for all teachers  
28 to review the waiver, share their opinion regarding the deviations requested and to vote by secret  
29 ballot. Such a waiver decision shall not be implemented in any school without at least an 80%  
30 concurrence of the teachers. The Association’s designated representative(s) and the District’s  
31 representative(s) shall count the ballots.

## ARTICLE 17

### ALCOHOL AND DRUG-FREE WORKPLACE

1 **17.01** - No employee shall possess, consume, be under the influence of (as defined by the  
2 prevailing legal limit) or sell alcoholic beverages or manufacture, distribute, dispense, possess or  
3 use, on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or  
4 any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. §812),  
5 and as further defined by regulations at 21 CFR 13001.11 through 1300.15, or by Florida  
6 Statutes, Chapter 893.

7 **17.02** - "Workplace" is defined as the site for the performance of work done in connection with  
8 the duties of an employee of The School Board of Lee County. That term includes any place  
9 where the work of the School District is performed, including a building or other school  
10 premises; any school-owned vehicle or any other school-approved vehicle used to transport  
11 students to and from school or school activities; and off-school property during any school-  
12 sponsored or school-approved activity, event or function (such as a field trip, workshop, or  
13 athletic event). The workplace does not include duty-free time at conventions or workshops at  
14 which students are not present.

15 **17.03** - As a condition of employment, each employee shall:

16 (a) abide by the terms of this article and

17 (b) notify the appropriate administrator of any arrest/charges involving the sale and/or  
18 possession of drugs within 48 hours of any such arrest/charge.

19 **17.04** - The Lee County School Board shall take one of the following actions, within thirty (30)  
20 days of receiving such notice, with respect to any employee who is so convicted:

21 (a) require such an employee to participate satisfactorily in a drug abuse assistance or  
22 rehabilitation program approved for such purposes by a federal, state or local health,  
23 law enforcement, or other appropriate agency, or

24 (b) if the employee fails to participate satisfactorily in such program, the employee may be  
25 non-renewed or his or her employment may be suspended or terminated, at the  
26 discretion of the School Board, or

27 (c) take appropriate personnel action against such an employee, up to and including  
28 termination.

29 **17.05:** No employee shall be required to submit to drug or alcohol testing without reasonable  
30 suspicion except as otherwise required by law or this agreement. All drug and alcohol testing  
31 shall be conducted in accordance with District policy and procedures for drug and alcohol  
32 testing.



1 **17.06:** Possession or use of prescription drugs by an employee for which he/she holds the  
2 prescription is exempt from this section.

3 **17.07:** Employees who perform duties which require the disposition or confiscation of alcoholic  
4 beverages or controlled substances are exempt from this section when performing those specified  
5 duties.

6 **17.08:** Employee assistance will be available through the Personnel Department and the  
7 Employee Assistance Program.

8 **17.09 - ALCOHOL AND DRUG-FREE WORKPLACE TASK FORCE:** Prior to any  
9 changes in the drug/alcohol testing program, a joint task force of sixteen (16) members, eight (8)  
10 of whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of  
11 whom shall be appointed by the Association. The purpose of the joint task force is to develop  
12 policies and procedures for the implementation of any drug/alcohol testing performed in the  
13 District, to comply with the collective bargaining agreement and/or federal/state laws or  
14 regulations.

## ARTICLE 18

### MISCELLANEOUS

1 **18.01** - The Board and the Association acknowledge that during the negotiations which resulted  
2 in this Agreement, each had the unlimited right and opportunity to make demands and proposals  
3 with respect to any subject or matter not removed by law from the area of collective bargaining,  
4 and that the understandings and agreements arrived at by the parties after exercise of that right  
5 and opportunity are set forth and solely embodied in this Agreement. The Board and the  
6 Association agree, therefore, that the other shall not be obligated to negotiate or bargain  
7 collectively with respect to any subject or matter whether referred to herein or not except as  
8 otherwise specifically required in this Agreement even though such objects or matters may not  
9 have been within the knowledge or contemplation of either or both of the parties at the time they  
10 negotiated or signed this Agreement.

11 **18.02- LABOR MANAGEMENT COMMITTEE:** The committee shall meet on a regularly  
12 scheduled basis to assure the successful implementation of the labor contract.

13 **Membership:** Shall be four (4) members, two (2) from management and two (2) from labor, and  
14 any additional members (ad hoc) that either party may add for a specific purpose.

15 **PURPOSE:** To carry out a successful implementation of the contract. This committee shall be  
16 responsible for the coordination of all other contractual committees and task forces. Contractual  
17 committees, task forces, and any other ad hoc committees established for a specific purpose by  
18 the Labor Management Committee shall make every reasonable effort to avoid meeting during  
19 student contact time, while recognizing the need in some cases to meet during the regular work  
20 day.

21 **18.03** - The terms and conditions of this Agreement may be altered, changed, added to, deleted  
22 from, or modified only through the voluntary mutual consent of the Parties in a written and  
23 signed amendment executed according to the provisions of this Agreement.

24 **18.04** - Should any article, section or clause of this Agreement be declared illegal by a court of  
25 competent jurisdiction or as a result of state or federal legislation which validly affects the  
26 enforceability or application of such article, section or clause, the parties shall meet to modify  
27 such article, section or clause to the extent necessary to bring it into legal compliance. The  
28 remaining articles, sections and clauses shall remain in full force and effect for the duration of  
29 this Agreement.

30 **18.05** - The Association agrees that it shall not authorize, sanction, condone, engage in or  
31 acquiesce in any strike as defined in Florida Statutes 447.203. It further agrees that should any  
32 such violations occur as defined above, the Association shall be subject to such penalties as  
33 determined under Florida Statutes 447.507.

34 **18.06** - Copies of this Agreement shall be printed by the Board within thirty (30) days after  
35 ratification by the parties. The Board shall distribute sixty (60) copies to the Association and one  
36 (1) copy to each teacher under contract with the Board or to each teacher to whom a contract has  
37 been offered.

## ARTICLE 19

### DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT


- 1 **19.01** - This Agreement shall be effective upon ratification by the bargaining unit and the Board.
- 2 **19.02** - The length of this contract is one (1) year (2009 – 2010). The parties agree to commence  
3 negotiations for a successor agreement no later than March 1, 2010. The parties agree to use the  
4 Interest Based process. The Labor/Management Committee shall meet in February 2010 to  
5 determine the design, training and schedule for bargaining. Bargaining Unit team members shall  
6 receive temporary duty leave as required for these purposes.
- 7 **19.21 Terms of the Contract:** The terms of the Contract are for one year, provided in the  
8 event the legislative funding for FY10 is inadequate to fund, or is in excess of the economic  
9 provisions of this agreement, the parties agree to reopen the economic provisions of the  
10 agreement, if formally requested by either party, to negotiate an appropriate percentage  
11 increase/decrease.
- 12 **19.03** - This Agreement, together with all the terms, conditions and effects thereof, shall expire  
13 on June 30, 2010, and in no event shall any other provisions of this Agreement contravene the  
14 expiration of this Agreement.

2009 – 2010  
TALC Collective Bargaining Agreement

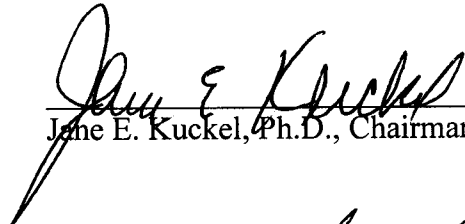
This Agreement is signed this 16<sup>th</sup> day of June, 2009.

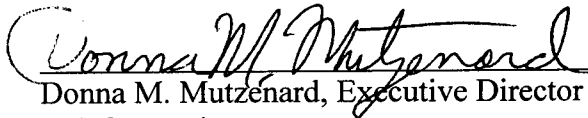
In Witness Whereof:

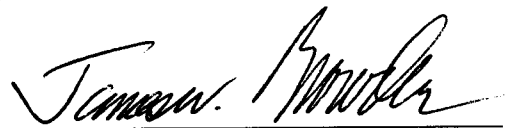
For the Association:

  
\_\_\_\_\_  
Mark J. Castellano, President


For the Board:

  
\_\_\_\_\_  
Jane E. Kuckel, Ph.D., Chairman

  
\_\_\_\_\_  
Donna M. Mutzenard, Executive Director  
Chief Negotiator

  
\_\_\_\_\_  
James W. Browder, Ed.D.  
Superintendent

  
\_\_\_\_\_  
Leah Allen, Bargaining Chairman

  
\_\_\_\_\_  
Gregory K. Adkins, Ed.D.  
Chief Negotiator

**APPENDIX**

**2009-10 INSTRUCTIONAL SALARY SCHEDULE**

<b>For new employee placement, salary years of experience completed at the end of 2008-2009</b>	<b>Converts to Pay Step</b>	<b>Base Salary for Bachelors Degree</b>	<b>Salary for Masters Degree</b>	<b>Salary for Specialist Degree</b>	<b>Salary for Doctorate Degree</b>
		Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4
0, 1, 2	1	\$38,192	\$40,692	\$42,192	\$43,192
3, 4, 5, 6	2	\$38,957	\$41,457	\$42,957	\$43,957
7	3	\$39,900	\$42,400	\$43,900	\$44,900
8	4	\$41,285	\$43,785	\$45,285	\$46,285
9, 10	5	\$42,672	\$45,172	\$46,672	\$47,672
11, 12, 13	6	\$44,056	\$46,556	\$48,056	\$49,056
14, 15	7	\$45,442	\$47,942	\$49,442	\$50,442
16, 17	8	\$46,826	\$49,326	\$50,826	\$51,826
18, 19	9	\$48,449	\$50,949	\$52,449	\$53,449
20	10	\$50,072	\$52,572	\$54,072	\$55,072
21, 22	11	\$51,696	\$54,196	\$55,696	\$56,696
	12	\$53,257	\$55,757	\$57,257	\$58,257
23	13	\$55,697	\$58,197	\$59,697	\$60,697
24	14	\$57,183	\$59,683	\$61,183	\$62,183
25 or greater	15	\$59,941	\$62,441	\$63,941	\$64,941

## APPENDIX

### 2009-10 SUPPLEMENTAL SALARY SCHEDULE

#### ACADEMIC / ADMINISTRATIVE

Academic Coach (Elementary) 1 per school	\$525
Academic Coach (Middle School and High School): 7 per school. Mathematics, Science, Social Studies, Language Arts, Foreign Language, Forensics and 1 Non-departmental	\$710
Assistant Academic Coach (High School)	\$295
Administrative Designee	\$330
Department Chairperson (High School and Middle School): (number of full-time instructional units* per department)	
1-3	\$525
4-6	\$735
7-9	\$945
10 or more	\$1,155
District Science Fair Director	\$1,225
School Based Science Fair Director	
Elementary	\$285
Middle	\$415
High	\$415
District Subject Area Specialist	\$2,100
Equity Coordinator:	
1-10 full-time instructional units per school	\$280
11-20 full-time instructional units per school	\$325
21-30 full-time instructional units per school	\$360
31-up full-time instructional units per school	\$435
ESE Contact Person (Elementary) *	
1-3 full-time ESE instructional units per school	\$565
4-6 full-time ESE instructional units per school	\$700
7-9 full-time ESE instructional units per school	\$900
10+ full-time ESE instructional units per school	\$1,100
ESOL Contact Person	
By student contact:	
0-100	\$600
101-200	\$700
201-300	\$800
301 +	\$1,000

Faculty Environmental Education Coordinator:	
1-10 full-time instructional units per school	\$230
11-20 full-time instructional units per school	\$270
21-30 full time instructional units per school	\$305
31-up full-time instructional units per school	\$375
Grade Level Chairperson (Elementary) (Regular Classroom - exclusive of school counselor, ESE, etc.)	\$630
Specials Chairperson (1 per Elementary School)	\$630
Peer Teacher	\$325
Safety-Security Supervisor	\$665
Supplements per school based on enrollment:	
Elem.    Up to 500 = 1	
501 – 1,000 = 2	
Above 1,000 = 3	
Middle  Up to 500 = 1	
500 - 1,000 = 2	
Above 1,000 = 3	
High    Up to 1,799 = 2	
Above 1,799 = 3	
School Safety Patrol Supervisor (Elementary School)	\$285
School Improvement Plan (SIP) Coordinator (if elected)	\$525
School In-Service Representative (based on total staff)	
0-50	\$160
51-100	\$210
101 and up	\$265
Team Leader (Middle School) (number of full-time instructional units* per department)	
1-3	\$525
4-6	\$735
7-9	\$945
10 or more	\$1,155
Testing Coordinator (1 per school) (to include Hospital Homebound Coordinator)	\$1,000
Web Master	\$200

\*Five sections are equal to one full-time instructional unit.

Note: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule.

## ACTIVITIES / CLUBS

Broadcast/Television Advisor (High School)	\$300
Class Sponsor (High School)	
Senior	\$800
Junior	\$800
Sophomore	\$300
Freshman	\$300
Community Service Club Advisor	
High School (2 per school)	\$200
Middle School (1 per school)	\$200
Future Educators of America Sponsor (High School)	\$405
Interest Club Sponsor (Examples: Scholars Club, Foreign Language, SADD, etc.) High School, Middle School, and Elementary School Supplements per school based on enrollment.	
Up to 400      1	\$100
401 – 800      2	\$100
801 – 1200    3	\$100
1201 – 1600   4	\$100
1601 – 2000   5	\$100
2001 – 2400   6	\$100
Literary Magazine Advisor (High School)	\$655
National Honor Society Advisor (High School)	\$400
National Junior Honor Society Advisor (Middle School)	\$200
Newspaper Advisor (High School)	\$735
Newspaper Advisor (Middle School)	\$420
Student Council Sponsor (High School)	\$1,000
Student Council Sponsor (Middle School)	\$600
Yearbook Advisor (High School)	\$970
Yearbook Advisor (Middle School)	\$540
Yearbook Advisor (Elementary School)	\$370
Vocational/Technical Club Sponsor (Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.) (High School 1 per-school)	\$605

Note: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule



## ARTS

Art Director	\$300
Assistant Band Director (High School Only)	\$755
Associate Band Instructor (Band Director from same school cannot apply for this position.)	\$600
Band Director	
High School	
Tier A	\$2,000
Tier B.	\$2,500
Tier C	\$3,000
Middle School	
Tier A	\$800
Tier B	\$1,100
Tier C	\$1,500
Choral Director:	
High School	
Tier A	\$800
Tier B	\$1,100
Tier C	\$1,500
Middle School	
Tier A	\$545
Tier B	\$900
Dance (Arts Schools Only)	
Elementary	\$500
Middle	\$1,000
High	\$1,500
Director of Drama (High School)	
Tier A	\$900
Tier B	\$1,200
Tier C	\$1,500
Director of Drama (Middle School)	\$600
Director of Drama (Elementary School)	\$245
Elementary Music Director	\$500
Orchestra & Strings Teacher	
Strings Director	
Tier A	\$870
Tier B	\$1,200

## ATHLETICS

### HIGH SCHOOL

Athletic/Activities Director	\$4,000
Baseball	\$2,205
Assistant Baseball	\$1,544
Basketball	\$2,315
Assistant Basketball	\$1,544
Cheerleading (one supplement for each season – fall, winter)	
Varsity	\$1,134
Junior Varsity	\$793
Freshman	\$683
Cross-Country	\$1,271
Football:	
Regular Season	\$3,035
Spring Practice	\$1,050
Assistant Football	
Regular Season	\$1,874
Spring Practice	\$593
Golf	\$1,271
Soccer	\$2,205
Assistant Soccer	\$1,544
Softball	\$2,205
Assistant Softball	\$1,544
Swimming	\$2,205
Tennis	\$1,271
Track	\$2,205
Assistant Track	\$1,544
Trainer (two for each season – fall, winter, spring) (one for one additional season)	
Assistant Trainer	\$1,300
Athletic Trainer	\$1,500

(All trainers must meet the qualifications found in 1012.48 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.) TALC provision 15.04 does not apply to the Athletic Trainer position.

Volleyball	\$2,205
------------	---------

Assistant Volleyball	\$1,544
Wrestling	\$2,205
Assistant Wrestling	\$1,544

At the conclusion of a sport's regular season, if the season is extended for FHSAA sponsored events, the coach and varsity assistant coaches shall be paid \$100 per week for the post-season period.

## **MIDDLE SCHOOL**

District Intramural Athletic Director (1)	\$3,300
Assistant District Intramural Athletic Director (2).	\$500
(These three positions must comprise one person representing each zone)	

Intramural Director	\$2,030
Intramural Assistant Director	\$970

Head Coach	\$730
(Boys Basketball, Girls Basketball, Boys Soccer, Girls Soccer, Boys Track, Girls Track, Boys Volleyball, Girls Volleyball, Cross-Country, Golf and Tennis)	

(Only those instructors whose program requires them to work beyond the regular school day shall receive the Intramural Supplements.)

## **SPECIAL INSTRUCTIONAL\***

Agriculture Teacher	\$1,285
Curriculum/Technology Specialist (Elementary School)	\$880
Detention Center Teacher	\$665
ESE Teacher (excluding Speech-Language Pathologist)	\$700
School Counselor	\$810
Resource Teacher, Environmental Education Center	\$1,045
ROTC Instructor	\$665
School Psychologist	\$2,500
School Social Worker	\$1,820
Speech-Language Pathologist	\$1,575
with Certificate of Clinical Competency	\$1,950
Teacher-on-Special-Assignment	\$1,325

\*Supplements are attached to these positions.

**APPENDIX**

**MEMORANDUM OF UNDERSTANDING**

This document shall constitute a Memorandum of Understanding between the Teachers Association of Lee County (TALC) and The School District of Lee County “the parties” relating to non-classroom, instructional positions.

Any member of the Teacher Association of Lee County bargaining unit who does not fall under Florida Statute 1012.33 shall fall under the following guidelines:

During the first three years of employment the District may choose not to renew an employee’s contract at the end of the employee’s contractual year. After three years of successful employment, no employee’s contract shall be non-renewed without just cause.

Agreed to:  
Teachers Association of Lee County

The School District of Lee County

Signature on file  
Mark J. Castellano      Date  
President

Signature on file  
James W. Browder, Ed.D.      Date  
Superintendent

Signature on file  
Gregory K. Adkins, Ed.D.      Date  
Chief Negotiator

**APPENDIX**

**THE TEACHERS ASSOCIATION OF LEE COUNTY (TALC)  
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
GRIEVANCE REPORT FORM**

*(See Article 4 for details)*

Name of person(s) filing grievance:

\_\_\_\_\_

School/Department: \_\_\_\_\_ Job Classification: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_

Name of person grievance filed with:

\_\_\_\_\_

\_\_\_\_\_

A. Date cause of grievance occurred:

\_\_\_\_\_

B. Specific contract provision grieved, article(s) and section(s):

\_\_\_\_\_

\_\_\_\_\_

C. Statement of grievance (including time, place and event leading to the grievance):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief sought:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

Date of Filing

E. Disposition of grievance by immediate supervisor (or Superintendent):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of immediate Supervisor

Date of Response

Name of Counsel or Union Representative:

\_\_\_\_\_

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

# APPENDIX

SS# \_\_\_\_\_

## THE SCHOOL DISTRICT OF LEE COUNTY FINAL PERFORMANCE ASSESSMENT - INSTRUCTIONAL

School: _____	Loc #: _____	School Year: _____
Teacher: _____		Position: _____

H= High Performing S= Satisfactory N=Needs Improvement U= Unsatisfactory

Criteria marked N or U require additional documentation. The assessor is encouraged to supplement this form with narrative comments below or as an attachment describing examples of exceptional performance.

	Self-Evaluation				Administrative Evaluation			
	H	S	N	U	H	S	N	U
<b>I. PLANNING AND PREPARATION</b> (Point Values: H =4 , S=2 , N=1.5, U=0 )								
a. Plans effective lessons consistent with State and District curriculum frameworks.								
b. Identifies lesson objectives appropriate for the level of achievement of individual students based on curriculum goals.								
c. Selects appropriate resource materials and activities related to effective lesson objectives and various groups of students.								
d. Sequences the use of materials and activities for effective lesson presentation.								
<b>II. PROFESSIONAL BEHAVIORS</b> (Point Values: H =4 , S=2 , N= 1.5, U=0 )								
a. Adheres to State, District and School policies and procedures.								
b. Develops and implements an Individual Professional Development Plan that aligns with the School Improvement Plan.								
c. Is punctual in reporting to school and in carrying out school assignments.								
d. Observes confidentiality relating to students, teachers and school.								
e. Performs with a minimum of supervision.								
f. Communicates effectively with students and other stakeholders to increase student achievement.								
g. Works cooperatively and supportively with the school staff.								
h. Demonstrates logical thinking and makes practical decisions.								
i. Makes suggestions and offers criticism with discretion.								
j. Responds reasonably to and acts appropriately upon constructive criticism.								
k. Engages in self-assessment and participates in professional development activities.								
<b>III. TECHNIQUES OF INSTRUCTION</b> (Point Values: H =6 , S=3 , N=2.5 , U=0 )								
a. Demonstrates knowledge of subject matter.								
b. Uses instructional time efficiently, while employing the principals of continual quality improvement in an instructional setting with students.								
c. Maintains an academic focus.								
d. Differentiates instruction.								
e. Presents subject matter effectively, using technology where appropriate and available, while using appropriate skills and strategies that promote the creative/critical thinking capabilities of students.								
f. Gives directions in clear, concise manner								
g. Uses appropriate questioning techniques.								
h. Uses students' responses/amplifies/gives feedback.								
i. Checks for comprehension during instruction.								
j. Holds students accountable for and gives appropriate feedback on seatwork/homework.								
k. Circulates and assists students.								
l. Uses effective traditional and alternative assessment procedures that provide for student differences.								
m. Uses supportive data to arrive at a grade or indication of student progress, and uses technology to manage systems of instruction, recordkeeping, and reporting systems where appropriate and available.								
<b>IV. MANAGEMENT OF LEARNING ENVIRONMENT</b> (Point Values: H =6 , S=3 , N=2.5 , U=0 )								
a. Establishes and maintains standards for acceptable student behavior.								
b. Maintains instructional momentum.								
c. Stops misconduct using effective, appropriate techniques.								
d. Exhibits consistency when dealing with student behavior.								
e. Enhances and maintains students' self-esteem. Uses praise effectively.								
f. Monitors students to remain on task, focused and effectively engaged.								
g. Uses and maintains equipment and classroom property/inventory.								
<b>V. INSTRUCTIONAL EFFECTIVENESS</b> (Point Values: H = 10, S= 6, N=4.5 , U=0 )								
a. Promotes academic learning that results in improved student performance.								
b. Makes data driven decisions regarding student performance.								

ASSESSMENT PTS:

(+) BONUS PTS:

(=) TOTAL PTS:

ADMINISTRATOR'S COMMENTS AND/OR SUGGESTIONS:

ASSESSMENT POINTS:

FOCUS AREAS FOR CONTINUED DEVELOPMENT

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

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

Signature of Teacher: \_\_\_\_\_

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

(My signature does not necessarily imply agreement with the assessment, but acknowledges that I have discussed it with the assessor.)

THE SCHOOL DISTRICT OF LEE COUNTY  
**FINAL PERFORMANCE ASSESSMENT- INSTRUCTIONAL**  
**Bonus Points Checklist**

School: \_\_\_\_\_ Loc #: \_\_\_\_\_ School Year: \_\_\_\_\_

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

Maximum of five (5) bonus points per component. To receive credit, documentation must be provided to support each indicator checked.

**District/National Leadership Component**

- Bargaining Team Member
- Coordinator of a District-wide project (e.g. District Science Fair, Art Shows, All County Music)
- District/State/National Committee or Task Force member (e.g. Student Assignment Committee, SWFTEC)
- Participant in District Project (e.g. curriculum writing, textbook review)
- Presenter at a District, State or National Conference
- District Level Staff Trainer/Facilitator
- School Improvement Plan Participant
- Active TALC Representative
- District Advisory Committee Member
- School Oriented Community Organization Member
- Site Safety Coordinator
- Other Explain: \_\_\_\_\_

**School Involvement Component**

- SAC Chairperson/Member
- School Level Leadership Team/Grade Level or Department Chairperson
- Committee Member
- School District Advisory Committee Representative
- Peer Teacher
- Leader/Coordinator of School-based Initiative (e.g. Odyssey of the Mind, School History/Science Fair Coordinator, All County Events/Performances, Trip Coordinator)

**Awards and Recognition Component**

- School-based Award
- District, Local, Community Award
- Regional Award
- State Award
- National Award

**Professional Development Component**

List a minimum of three (3) staff development trainings completed in the past school year.

- Training title: \_\_\_\_\_
- Training title: \_\_\_\_\_
- Training title: \_\_\_\_\_
- Training title: \_\_\_\_\_
- Training title: \_\_\_\_\_

**Total Bonus Points** (1 point per indicator checked): \_\_\_\_\_

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

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

Signature of Teacher: \_\_\_\_\_

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

**APPENDIX**  
**The School District of Lee County**  
**PROFESSIONAL DEVELOPMENT PLAN**

<b>Teacher Name</b>	<b>Signature</b>	<b><u>Date</u></b>	<b>School</b>
---------------------	------------------	--------------------	---------------

<b>Administrator Name</b>	<b>Signature</b>	<b><u>Date</u></b>	
---------------------------	------------------	--------------------	--

<b>Goal (s) Statement (Based on Student Achievement Needs and Accomplished Practices)</b>	<b>Strategies</b>	<b>Documentation Methods</b>	<b>Dates</b>

**END-OF-YEAR OUTCOMES:**

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*(Attach additional page if necessary)*



## INDEX

	<b>PAGE</b>
Academic Freedom .....	48
Administrative Duty.....	14
Advertising Vacancies .....	23
Alcohol and Drug-Free Workplace.....	62
Assessment.....	29
Assignments.....	22
Authority .....	15
Bargaining Unit.....	1
Benefits .....	53
Eligibility .....	53
Enrollment.....	53
Flex Credit Contribution.....	53
Flex Credit .....	53
Flexible Spending Accounts .....	54
Insurance Task Force .....	54
Liability Insurance .....	54
Life Insurance .....	54
Major Medical Insurance .....	54
Board Agenda .....	3
Building Access .....	4
Bulletin Boards .....	3
Change of Schedule .....	12
Collegial Coach.....	30
Committees:	
Calendar .....	50
District Safety .....	13
Labor/Management.....	64
Participatory Decision Making .....	61
Substitute Coverage .....	59
Supplemental Positions.....	25
Compensation .....	56
Consultation with Superintendent.....	5
Definitions.....	1
Department Chairperson .....	14
Direct Deposit .....	58
Directory .....	3
Distribution of Contract .....	64
Drug-Free Workplace .....	62
Duration of Contract .....	65
Evaluation .....	29
Exclusions from Unit .....	1
Experience Credit.....	56
Facilities, Physical .....	13
Facilities, School.....	3
Faculty Meetings.....	5

General Employment Practices.....	19
Grades .....	14
Grade-level Chairperson .....	14
Grievance Procedure.....	7
Interruptions.....	14
Leaves:.....	32
Association.....	4
Absence Without Leave.....	32
Absence Without Pay.....	32
Application.....	32
Disposition .....	32
Family and Medical Leave.....	40
Extended Professional.....	38
General Conditions .....	32
Illness-in-Line-of-Duty .....	34
Injury-in-Line-of-Duty.....	34
Jury Duty.....	38
Maternity.....	37
Military .....	38
Notice of Absence.....	32
Personal:.....	35
Adoption of Child .....	37
Charged to Sick Leave.....	36
Extended Without Pay .....	36
Invalid Use .....	35
Paternity .....	37
Without Pay .....	36
Sick:.....	33
Application.....	33
Claims .....	33
Conditions .....	34
Record of Accrued Leave .....	33
Reinstating Accrued Leaves .....	34
Summer School.....	33
Terminal Pay.....	42
Transfer.....	46
Temporary Duty.....	39
Witness Duty.....	38
Mailboxes.....	3
Make-Up Days .....	50
Management Rights .....	3
Mileage .....	14
Miscellaneous .....	64
Negotiation Procedure .....	6
New Teacher Induction Program.....	30
Nondiscrimination.....	17
Observations .....	29
Pay Delivery Procedure .....	57
Payroll Deductions.....	4

Peer Teachers .....	30
Personal Freedom.....	48
Physical Examination.....	26
Preparation .....	12
Protection .....	15
Recall (After RIF) .....	22
Reduction in Force.....	21
Reopening .....	65
Rights .....	3
Salaries.....	56
Schedules, Change of.....	12
Seniority.....	18
Sick Leave Bank: .....	44
Abuse .....	45
Administration .....	44
Benefits .....	45
Contributions.....	44
Discontinuance.....	46
Duration .....	44
Hold Harmless .....	46
Membership .....	44
Strikes .....	64
Student Discipline.....	15
Successor Agreement.....	65
Supplemental Positions.....	25
Supplemental Salary Schedule.....	68
Terminal Pay Benefits.....	42
Terms of the Contract .....	65
Tobacco/Smoke-Free Campuses.....	14
Transfer:.....	19
Involuntary.....	19
Voluntary .....	19
Vacancies:.....	23
Administrative.....	26
Advertising.....	23
Evening School .....	23
Filling Positions .....	26
Notification .....	26
Summer School.....	24
Supplemental Academic &/or Credit Course Assignments.....	23
Supplemental Positions.....	25
Waivers .....	61
Workday.....	11
Work Year.....	49