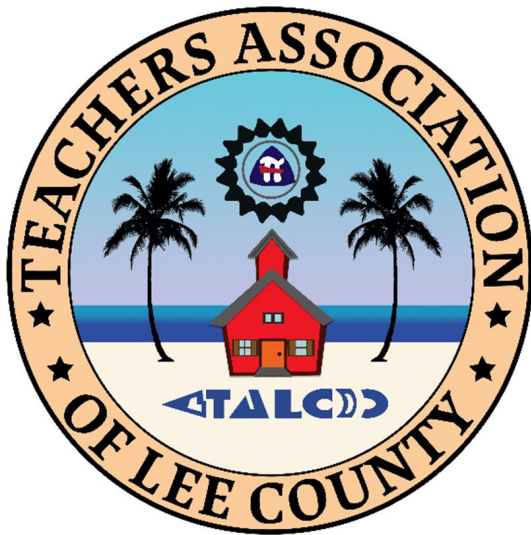


TALC

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE SCHOOL BOARD OF LEE COUNTY AND THE
TEACHERS ASSOCIATION OF LEE COUNTY



CONTRACT

FY21 (2020-2021 SCHOOL YEAR)

FY22 (2021-2022 SCHOOL YEAR)

FY23 (2022-2023 SCHOOL YEAR)

JANUARY 2021

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PREAMBLE

1 The Teachers Association of Lee County (TALC) Contract includes the terms of employment for
2 all instructional staff, who are part of the TALC bargaining unit regardless of whether they are dues
3 paying TALC members. The TALC Contract is a collective bargaining agreement entered into between
4 The School Board of Lee County and instructional staff who serve the students of The School District
5 of Lee County. The purpose of the TALC Contract is to promote a harmonious relationship between
6 employees and their employer, to establish equitable procedures for resolution of differences, and to
7 memorialize specified terms of employment. The TALC Contract is a living document that through the
8 mutual agreement of the parties can be modified to ensure responsiveness to the educational needs
9 of our community without interruption to educational programs. The School District of Lee County
10 prides itself on the positive relationship that has been built with the representatives of all employee
11 groups and seeks to continue this positive relationship through open, honest, and regular
12 communication.

DEFINITIONS

1 **(1) EMPLOYEE:** The term “employee” shall refer only to employees in the bargaining unit as defined in
2 Article 1.03.

3 **(a) FULL-TIME:** An employee who works twenty (20) or more hours per work week.
4

5 **(2) BOARD:** The School Board of Lee County, Florida, or its duly authorized representative(s).
6

7 **(3) SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or their designated
8 representative(s).
9

10 **(4) ASSOCIATION:** The Teachers Association of Lee County (TALC), which is the sole and exclusive
11 certified agent for collective bargaining for the employees in the bargaining unit.
12

13 **(5) SUPERVISOR:** For the purpose of this Agreement, the term Immediate Supervisor shall mean:
14 For the purpose of administering the grievance procedure, the term immediate supervisor is defined
15 as follows:

16 **(a) Assigned to Single School/Site:** For the purpose of this Agreement, the term Principal shall
17 mean the primary administrator of a school or their designee. In any school, the immediate
18 supervisor is deemed to be the building principal or acting principal in their absence. Teachers
19 shall be notified of the identity of the designee(s). In any school, the immediate supervisor is
20 deemed to be the building principal or acting principal in their absence.

21 **(b) Assigned to Multiple Schools/Sites:** In the case of a teacher serving more than one school,
22 the immediate supervisor shall be deemed to be the principal(s) with whom the grievance has
23 been filed. In the case of a teacher serving more than one school, the immediate supervisor
24 shall be deemed to be the principal(s) with whom the grievance has been filed.

25 **(c) Not Assigned to a School/Site:** In the case of a member of the bargaining unit not assigned
26 to an individual school, the immediate supervisor is deemed to be the coordinator or the
27 director by whom the employee is evaluated. In the case of a member of the bargaining unit not
28 assigned to an individual school, the immediate supervisor is deemed to be the coordinator or
29 the director by whom the teacher is evaluated.
30

31 **(6) DAYS:** All references in this agreement to days shall refer to calendar days except if specified
32 otherwise.
33

34 **(7) WORKPLACE:** “Workplace” is defined as the site for the performance of work done in connection
35 with the duties of an employee of The School Board of Lee County. That term includes any place where
36 the work of the School District is performed, including a building or other school premises; any school-
37 owned vehicle or any other school-approved vehicle used to transport students to and from school
38 or school activities; and off-school property during any school-sponsored or school-approved
39 activity, event or function (such as a field trip, workshop, or athletic event). The workplace does not
40 include duty-free time at conventions or workshops at which students are not present.
41

42 **(8) INVOLUNTARY TRANSFER:** A teacher who is transferred from one school building or site to another.
43

44 **(9) SURPLUS:** A teacher who does not have a position at their assigned home school(s), or site(s)
45 due to a reduction in the number of teachers assigned to that school or program.

1 (10) REASSIGNMENT: A teacher who is moved within a school.

ARTICLE 1 – PARTIES TO AGREEMENT

1 **1.01 - PARTIES:** This agreement is entered into by the School Board of Lee County, also referred to as
2 the District, and the Teachers Association of Lee County, also referred to as the Association or TALC.
3 The Articles of this contract are in compliance with Chapter 447, Florida Statutes, and shall continue
4 in effect as specified in Article 14 (Duration and Acceptance).

5
6 **1.02 - CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes that The
7 Teachers Association of Lee County is certified by the Florida Public Employees Relations Commission
8 as the sole and exclusive collective bargaining agent for all employees in the Bargaining Unit described
9 herein with respect to wages, hours and terms, and conditions of employment. See also PERC Case
10 No. 8HRC-754-1040, Certification No. 144, UC-2006-003.

11
12 **1.03 - BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are certified
13 instructional personnel or are employed in a position requiring a certificate, whether or not such
14 employee holds a certificate. This includes, but is not limited to all classroom teachers, Special
15 Instructional staff, Media Specialists, itinerant instructional staff, School Psychologists, School Social
16 Workers, School Counselors, School Nurses, Occupational Therapists, Physical Therapists, Behavior
17 Specialists, Behavior Analysts, and JROTC instructors who are employed by the District.

18
19 **1.04 - EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and other regular
20 employees listed as part of other bargaining units or salary schedules. This includes support staff;
21 supervisory, technical, and confidential staff; and all administrative staff. Specifically excluded are all
22 members of management, including but not limited to the Superintendent, Chiefs, Principals, Assistant
23 Principals, Executive Directors, Directors, Assistant Directors, administrative coordinators, guest
24 teachers, open-end contract teachers, consultants or outside vendors, and casual employees.

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – EMPLOYEES:** Nothing contained herein shall be construed to deny or restrict any employee
2 any rights they may have under the Constitution and Laws of the United States and of the State of
3 Florida.
4

5 **(1) Non-Discrimination:** The Articles of this Agreement shall apply to all employees without regard
6 to race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy,
7 political affiliation, Association membership, age, creed, gender identity or expression, disability if
8 otherwise qualified, or any other unlawful factor.
9

10 **(2) Duty to Self-Report:** Employees shall self-report within forty-eight (48) hours to appropriate
11 authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale
12 and/or possession of a controlled substance. Such notice shall not be considered an admission of
13 guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal,
14 administrative or judicial, investigatory or adjudicatory. In addition, employees shall self-report any
15 conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program,
16 or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic
17 violation within forty-eight (48) hours after the final judgment.
18

19 **(3) Personal and Academic Freedom:** Each employee's citizenship right to exercise or support their
20 political preference on their own time and away from school premises shall not be impeded
21 providing such activities do not violate any local, state or federal ordinance or law. It is the intent
22 of the District that employees shall have academic freedom within the outlines of course content and
23 the curriculum adopted by the Board.
24

25 **2.02 – MANAGEMENT:** The Board hereby retains and reserves unto itself, the Superintendent, the
26 principals and other administrative personnel of the school system, without limitation, all powers,
27 rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested
28 in them by the Constitution and the Laws and Regulations of the United States and of the State of
29 Florida, and the Policies of The School Board of Lee County, without any such exercise being made the
30 subject of a grievance or arbitration proceeding hereunder except as otherwise provided in this
31 Agreement.
32

33 **2.03– ASSOCIATION**

34

35 **(1) Facilities:** If approved as provided by policies of the Board, the Association shall have the privilege
36 of using school facilities and equipment. Designated representatives of the Association shall have the
37 exclusive right as the labor organization for teachers to visit schools to conduct necessary
38 Association business. Immediately upon arrival at any school facility, such representative shall make
39 their presence known to the principal or designee and shall indicate the purpose of such business. In
40 no event shall such representative in any way interfere with the instructional program or in any
41 manner interrupt the performance of job responsibilities of any teacher or other District employee.
42 It shall be the right of the principal to determine that such activity does not interfere with the school
43 program.
44

45 **(2) School Board:** A copy of the agenda for each regular meeting of the Board shall be available to the

1 Association at least 7 days before the Board meeting and a copy of the minutes of such meetings shall
2 be available to the Association after approval by the Board.

3
4 **(3) Posting:** The Association shall have the exclusive privilege as the labor organization for teachers
5 of posting notices of Association meetings and other materials as approved under Article 2.03(5)
6 on bulletin board space exclusively assigned to the Association for this purpose by the principal of
7 each school. Such notices shall consist of time, date and place at which a meeting will be held. The
8 Association shall provide a copy of each notice to the principal or their designee prior to each
9 meeting.

10
11 **(4) Mailboxes:** The Association shall have the exclusive privilege as the labor organization for
12 teachers, through its representative, of distributing notices of Association meetings in teacher
13 mailboxes in schools. Such notices shall consist of the time, date and place at which a meeting will
14 be held. In addition to notices of Association meetings, other materials such as Association
15 newsletters, which relate to wages, hours, terms and conditions of employment of teachers, and do
16 not advertise or otherwise promote the interests or cause of any commercial, political or non-school
17 agency, individual or organization, may be distributed in teacher mailboxes in schools. A copy of all
18 materials placed in teacher mailboxes shall be given by the Association to the office of the
19 Superintendent prior to each distribution. The Association shall provide a copy of all materials
20 with a notice for distribution from the Superintendent's office to the principal or their designee prior
21 to placement in mailboxes. The Association shall have the use of the intra-school mail service for the
22 delivery of notices of meetings to school centers. This use is contingent upon the Board's receipt of
23 an indemnification agreement from the Association, holding the Board harmless from all fines and
24 attorney's fees resulting from any litigation on this issue. The Association's delivery location shall be
25 the Board's central mailroom. A copy of each notice of Association meeting shall be subject to
26 approval by the Superintendent prior to each distribution.

27
28 **(5) Dues Collection:** Teachers shall have the right to request and be allowed dues and Association
29 Insurance Program deductions provided that dues deduction and the proceeds thereof shall not be
30 allowed if the Association has lost its rights to dues deduction pursuant to Florida Statutes 447.
31 Upon receipt of a properly executed authorization card from each teacher involved, on a form
32 approved by the Board, the Board shall deduct from the teacher's paycheck the amount that the
33 teacher has agreed to pay the Association. Pursuant to Florida Statute 447.303, these
34 deductions shall remain in effect unless such authorization is revoked by the teacher upon thirty
35 (30) days' written notice to the Board and to the Association. Dues deduction authorization cards
36 must be presented to the Payroll Department six (6) work days before the pay period in which the
37 deduction begins. Any teacher who has requested deductions and who leaves the employment of
38 the School District or terminates their authorization for payroll deductions shall not be required
39 to pay any further amounts to the Association. Any dispute as to the amount deducted shall be
40 solely between the Association and the teacher involved. The Association and the individual teacher
41 shall hold the School Board harmless for any liability arising from the deductions as certified by the
42 Association.

43
44 **(6) Association Leave:** The president of the Association and/or their designee may be allowed to take
45 up to a total of forty (40) days leave per year to conduct necessary Association business provided
46 written request thereof is submitted in advance to the Superintendent. The full cost of the certified
47 substitute rate of pay shall be paid by the Association for each day of Association leave requested

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

2 **(a) President:** The president of the Association may be granted personal leave for the school
3 year(s) of their term of office. Such leave shall be granted with the same privilege and benefits
4 approved with personal leave for other employees.

5 **(b) Bargaining Team:** An employee who is a member of the bargaining team shall be
6 released from work on paid leave if the bargaining calendar conflicts with the employee's work
7 schedule. In such event, the Association shall pay a qualified substitute except for impasse,
8 mediation, or upon mutual agreement of the parties. Otherwise, the employee's supervisor
9 may adjust the employee's work schedule with the consent of the employee.

10
11 **(7) Meetings:** Upon request by the Association representative, the building principal will announce
12 during the faculty meeting that the representative will make announcements concerning
13 Association business at the close of the meeting. Attendance during the representative's
14 announcements shall be voluntary.

15
16 **(8) Public Records:** Upon receipt of a written request identifying each specific public record desired
17 by the Association, the Board shall make available such public records as defined by Florida
18 Statutes 119, to be "Public Records" Inspection. Examination and the cost of duplication of such
19 "Public Records" of the Board shall be in accordance with the provisions of Florida Statutes 119.

20
21 **(9) Consultation:** The Association may request a consultation with the Superintendent for the purpose
22 of seeking clarification and improving communication in areas affecting terms or conditions of
23 employment. Such consultation shall be initiated by a written request to the Superintendent. A
24 proposed agenda shall be submitted by the Association at the time of the request. The meeting
25 shall be set at a time that will not require employment of a substitute.

26
27 **(10) Agreement:** Within 30 days of approval of the final draft of this Agreement the Board agrees
28 to provide the Association 150 copies of the Agreement for the Association's use.

29
30 **(11) Strikes:** The Association agrees that it shall not authorize, sanction, condone, engage in or
31 acquiesce in any strike as defined in Florida Statute 447.203. It further agrees that should any such
32 violations occur as defined above, the Association shall be subject to such penalties as determined
33 under Florida Statute 447.507.

ARTICLE 3 – NEGOTIATION PROCEDURES

1 **3.01 – BARGAINING SESSIONS:** The meeting place, time and agenda for each collective bargaining
2 session shall be as agreed upon by the Superintendent and the Association’s designated
3 representative. The parties agree to use the Interest-Based process. The TALC Labor/Management
4 Committee shall meet to determine the agenda, training schedule, and calendar for bargaining of re-
5 openers and successor agreements. Bargaining team members shall receive temporary duty leave as
6 required for the purpose of attending to bargaining related duties
7

8 **(1) Re-opener:** Reopeners are restricted to two (2) articles per party in addition to Article 10
9 (Compensation) and Article 11 (Benefits). Additional article may be re-opened upon mutual agreement
10 of the parties.
11

12 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles unless otherwise
13 agreed to by the parties.
14

15 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be signed by both
16 parties.
17

18 **3.03 - RATIFICATION:** No final agreement between the parties may be executed without ratification by
19 the bargaining unit and the Board. Following tentative agreement by the negotiating teams, the TALC
20 Labor/Management Committee will prepare timelines for implementation. The Association shall
21 submit the full agreement to the members of the bargaining unit for ratification or rejection. The
22 Superintendent shall promptly submit the full agreement to the Board for consideration and
23 ratification or rejection.
24

25 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board membership not ratify
26 the tentative agreement, meetings between the negotiating teams must be convened within
27 twenty (20) days. This section shall not apply if impasse is invoked.
28

29 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes 447.

ARTICLE 4 – GRIEVANCE PROCEDURE

1 **4.01 – DEFINITION:** A grievance is defined as a claim by a teacher, by name, or a group of teachers, by
2 name, that there has been a violation, misinterpretation or misapplication of any provision of this
3 Agreement. A grievance shall be processed as hereinafter provided.
4

5 **4.02 – JURISDICTION:** Should a grievance arise as the result of an alleged violation of an Association
6 right as identified in Article 2, and the grievant and the principal agree that the principal is
7 without the authority necessary to resolve the issue, the grievant may file the grievance with the
8 Superintendent and proceed through the grievance procedure from Level II forward.
9

10 **(1) Representation:** All members within the bargaining unit may have the right to be represented by
11 the Association in the determination of a grievance. Nothing herein shall be construed to mandate
12 Association representation of a bargaining unit member who is not also a member of the Association.
13 However, nothing in this part shall be construed to prevent any member of the bargaining unit from
14 presenting their own grievance in person or by legal counsel and having such grievance adjusted
15 without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms
16 of this Agreement, and if the Association has been given the opportunity to be present at any meeting
17 called for the resolution of such grievances.
18

19 **(2) Rights:** Nothing contained in the grievance procedure shall be construed to deny the Board, the
20 Superintendent, the Association or any teacher the rights guaranteed to them under the laws of the
21 State of Florida or the United States of America.
22

23 **(3) Responsibilities:** The filing of a grievance shall in no way interfere with the right of the Board to
24 proceed to carry out its management responsibilities, subject to the final resolution of the
25 grievance. The teacher shall abide by the management decision involved in any grievance, prior to
26 and during the time the grievance has been filed and shall not discontinue their duties prior to and
27 during the time a grievance is being processed.
28

29 **(4) Expenses:** Each party shall bear its own expenses in connection with arbitration and mediation;
30 provided, however, the Association shall share equally with the Board only those fees and expenses
31 of the arbitrator and witnesses called by the arbitrator.
32

33 **(5) Waiver:** By written agreement, the parties may waive hearing of a Formal Grievance (Level I) or a
34 Formal Grievance (Level II).
35

36 **4.03 - FILING**

37

38 **(1) Grievance Forms:** Grievance forms shall be available in electronic format on the District's website
39 or may be copied from Appendix B of this Agreement.

40 **(a) Time Limits:** Failure of the grievant to proceed with a grievance within the time limit herein
41 provided shall bar the grievant from any further right to pursue that grievance. The time limits
42 provided in this article may be extended by written agreement between the parties.
43 Whenever illness or any other incapacity of the grievant prevents attendance at any grievance
44 meeting, the time limits shall be extended to such time that the grievant can be present.

45 **(b) Working Days:** For the purpose of this grievance procedure, working days are defined as

1 days that the District office is open for business.

2 **(c) Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any level of
3 this procedure provided. Once the grievant withdraws a grievance and/or arbitration request,
4 the matter shall be considered closed and final. The same grievance may not be filed a second
5 time by the same party. A written record of withdrawal of the grievance and/or arbitration
6 request shall be maintained in the grievance file.

7 8 **4.04 - HEARINGS** 9

10 **(1) Informal Grievance:** In the event that an employee believes that there is a basis for a grievance,
11 they shall, within ten (10) working days of the alleged violation, or within ten (10) working days of the
12 date of the employee's proven knowledge of such violation, first discuss it in an informal manner
13 with their immediate supervisor, either personally or accompanied by an Association representative,
14 if the grievant so chooses. In the event that the grievant chooses to have an Association
15 representative present, the grievant shall give the immediate supervisor at least seven (7) working
16 days' notice of the grievant's request for a meeting, the intended presence of an Association
17 representative, and the nature of the grievance. If the resolution of the grievance is not satisfactory to
18 the grievant or if no disposition has been made within seven (7) working days following the
19 informal discussion with their immediate supervisor, the grievant may, within seven (7) working
20 days, file a formal grievance with their immediate supervisor on the form in Appendix B, and the levels
21 of the formal grievance as provided in this Agreement shall be invoked.

22 23 **(2) Formal Grievance**

24 **(a) Level I:** A copy of the grievance shall be forwarded by the grievant to the Superintendent
25 and to the Association at the same time the grievance is filed with the immediate
26 supervisor. The immediate supervisor shall meet with the grievant and their legal counsel or
27 Association representative if the grievant so chooses, and attempt to resolve the grievance.
28 Such meeting will require at least seven (7) working days' notice and shall be held within seven
29 (7) working days of the date of filing of the formal grievance. The immediate supervisor shall
30 indicate the disposition of the grievance in writing within seven (7) working days of such
31 meeting and shall furnish a copy thereof to the grievant, the Superintendent, and to the
32 Association. If the grievant is not satisfied with the disposition of the grievance, or if no
33 disposition has been made within the time limits as provided in Level I, the grievant may
34 submit their grievance, as filed in Level I, to the Superintendent within seven (7) working days
35 of the date of disposition or the expiration of time limits for a disposition.

36 **(b) Level II:** The Superintendent shall meet with the grievant and their legal counsel or
37 Association representative if the grievant so chooses, within seven (7) working days of the date
38 of filing, and attempt to resolve the grievance. The Superintendent shall indicate their
39 disposition of the grievance in writing within seven (7) working days of such meeting and
40 shall furnish a copy thereof to the grievant, the immediate supervisor, and to the Association.
41 In the event the grievant is not satisfied with the disposition of the grievance at Level II,
42 or if no disposition has been made within the time limits as provided in Level II, the grievant,
43 with the approval from and representation by the Association, may submit the grievance to
44 arbitration or voluntary mediation in accordance with the rules of the American Arbitration
45 Association.

46 **(c) Voluntary Mediation:** The parties agree to submit, if all parties to the grievance agree, any
47 unresolved issues following Level II to voluntary mediation pursuant to the American

1 Arbitration Association's (AAA) Grievance Mediation Procedures prior to initiating Level III of
2 the grievance process as set forth below. If the parties submit a grievance to mediation the
3 timelines are waived so long as the agreement to submit the grievance to mediation occurs
4 prior to the timelines spelled out in Level III below. No decisions reached during mediation
5 are binding on the parties unless the agreement is reduced to writing and signed by both
6 parties. In the event that mediation is not successful in resolving the dispute, the matter may
7 proceed to Level III.

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

20
21 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be held in private
22 and shall include only such parties with an interest, their representatives, and witnesses as necessary.

23
24 **(4) Release from Work:** Grievances shall be processed during times which do not interfere with the
25 grievant's assigned duties, unless the parties agree otherwise. Temporary duty, without loss of pay,
26 may be granted to employees whose attendance is required if grievance meetings are held during
27 work hours.

28
29 **4.05 – DISPOSITION:** The date of disposition shall be the date on which the immediate supervisor
30 delivers the disposition to the grievant or the date of postmark in those instances where delivery is by
31 U.S. Mail.

32
33 **(1) Records:** All official records of the processing of a grievance shall be confidential and be filed
34 separately from the personnel file of grievant.

35
36 **(2) Adjustments:** Adjustment of any grievance described herein shall not be inconsistent with the
37 provisions of this Agreement.

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) Probationary and Annual Contract

(a) Reappointment Recommendation: Administrators are encouraged to recommend the reappointment of instructional staff with annual contract status who have demonstrated positive performance. Evidence of positive performance may include, but is not limited to:

(1) Professional Development: Completion of appropriate professional development.

(2) Certification: Obtaining or maintaining professional certification.

(3) Experience: Years of District service or years of Teaching experience.

(4) Participation: As measured by positive attendance, responsiveness to the school community, or participation in programs that encourage student achievement and contribute to staff or student morale

(5) Mentoring: Mentoring of other members of the instructional staff.

(6) Performance: As measured by positive student performance data, a history of positive final performance evaluations, or the absence of disciplinary documentation.

(b) Non-Reappointment Recommendation - Reviewable: Upon employee or TALC request, that the District will review an administrator's recommendation for non-reappointment, if:

(1) Two Most Recent Evaluations: An employee's two most recent evaluations are Highly Effective.

(2) Three Most Recent Evaluations: An employee's three most recent evaluations are a combination of Highly Effective and Effective

(3) Probationary Contract Status: An employee is on a probationary contract, received an Effective manager's rating, and was responsive to administrative coaching

(c) Non-Reappointment Recommendation - Non-Reviewable: The District will not review recommendations for non-reappointment, if:

(1) Position Eliminated: A teaching position does not exist at the school for the following year.

(2) Failure to Maintain Certification: An employee has failed to maintain proper certification.

(3) Disciplinary Documentation: An employee has received a letter of reprimand or more significant discipline.

(d) Reversal of Non-Reappointment Recommendation: The District may reverse an administrator's recommendation for non-reappointment and recommend that an employee be reappointed at the same school or another location.

(e) Required Reporting: Florida Statute requires that a report be made to the Florida Department of Education (FL DOE), if:

(1) Two Unsatisfactory Ratings: An employee receives two unsatisfactory evaluation ratings in a three-year period.

(2) Three Needs Improvement Ratings: An employee receives three consecutive needs improvement ratings.

(3) Three Most Recent Evaluations: An employee receives a combination of needs improvement and unsatisfactory ratings for three consecutive years.

(4) Failure to Complete Annual Contract: An employee fails to complete the full term of their annual contract, unless the District authorizes the employee's release.

1 **(2) Professional Services Contract:** Any member of the Teacher Association of Lee County bargaining
2 unit, hired prior to July 1, 2012, who does not fall under Florida Statute 1012.33, not holding a Florida
3 Educator Certificate or a District issued Vocational Teaching Certificate, shall fall under the following
4 guidelines: During the first three years of employment, the District may choose not to renew an
5 employee's contract at the end of the employee's contract year. After three years of successful
6 employment, no employee's contract shall be non-renewed without just cause.

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

15
16 **5.02 – SENIORITY:** Seniority is the total number of good years (one day more than half) of
17 instructional experience in Lee County School District while on probationary, annual, continuing or
18 professional service contract. However, continuing or professional service contract teachers are
19 considered to have seniority over any annual contract teacher regardless of the total years of service
20 in the District. Authorized leave of absence, open-end or substitute teaching experience does not
21 count toward seniority. Administrative experience in the District shall count toward seniority provided
22 said experience occurred after the teacher attained three years seniority in the bargaining unit, and
23 said teacher returned to the bargaining unit prior to July 1, 1991. Any tie in seniority between teachers
24 shall be broken by counting the days of experience on open-end, temporary or interim contract
25 rather than years. If a tie still exists, the tie shall be broken by drawing lots. Members of the association
26 may be present to observe the lottery process.

27
28 **(1) Loss of Seniority:** Teachers lose their seniority as a result of the following: termination;
29 retirement; resignation; or layoff exceeding two (2) years or exceeding the individual's length of
30 service, whichever is less.

31
32 **(2) Seniority List:** The District shall develop and maintain a seniority list based on the continuous years
33 of service to the District while on probationary, annual, continuing or professional service contract.
34 The list shall include the hire date which shall be the first day of duty under annual, continuing or
35 professional service contract, all areas of certification and racial data. A copy of the list shall be
36 available at each work site and provided to the Association by March 1 of each year. Teachers shall
37 have access to the seniority list upon request to the principal or immediate super-visor.

38
39 **5.03 – TRANSFER**

40
41 **(1) Voluntary Transfer**

42 **(a) Definition:** A transfer is a change from one school or work site to another. A reassignment
43 at the same school or site is not a transfer.

44 **(b) Notice:** All transfer applicants for a specific position shall be notified in writing as to
45 disposition of each transfer request.

46 **(c) Voluntary Transfer Period:** Three weeks prior to the first teacher work-day of the 196-day

1 calendar will be the normal cutoff date for voluntary transfer. After the normal cutoff date,
2 voluntary transfers will be allowed under one or more of the following conditions:

3 **(1) Administrative Agreement:** The principals from the sending and receiving schools
4 agree to the transfer.

5 **(2) Superintendent Approval:** If the principals do not agree to a voluntary transfer the
6 principals may appeal to the Superintendent, or designee, for a final decision
7 regarding the transfer disposition. At this time, the teacher may also submit a letter of
8 explanation for requesting the transfer, to be reviewed by the Superintendent or
9 designee.

10 **(3) Transfer to In-Field Position:** The teacher is transferring from a position in which
11 the teacher is out-of-field to a position that the teacher would be considered in-field.

12 **(4) Involuntary Transfer:** The teacher is transferring from a position to which the
13 teacher was involuntarily transferred. A teacher may transfer from an involuntary
14 transfer assignment within a period of twenty-four (24) months from the start of the
15 involuntary transfer assignment. To avoid an involuntary transfer.

16 **(d) Certification:** Appropriate certification coverage shall be considered in the approval of
17 transfer requests.

18 19 (2) Involuntary Transfer

20 **(a) Correct and Proper Operation:** Transfers shall be made on a voluntary basis, whenever
21 possible; however, correct and proper operation of the School District may require that
22 involuntary transfers be made.

23 **(b) Teacher Qualification:** Teacher qualification requirements as defined by state and federal
24 law shall be considered in all involuntary transfer decisions. No involuntary transfer that would
25 result in a violation of state or federal law will be approved.

26 **(c) Financial or Student Need:** Involuntary transfers may be made in the event of a school
27 closing, reconstituted schools, District or state mandated restructuring, new schools, or
28 magnet schools.

29 **(d) Criteria:** The criteria for involuntary transfers will be developed by the TALC
30 Labor/Management Committee prior to involuntary transfers being decided pursuant to
31 Article 5.03(2)(b).

32 **(e) Surplus List:** Involuntary transfers may be made to achieve a reduction in the number of
33 teachers assigned to a school or program. Teachers selected for involuntary transfer shall be
34 those with the least District seniority at the work site who hold certification in the reduced area
35 and are assigned to teach at least 50% of the work day in the program being reduced.

36 **(1) Voluntary:** If surplus occurs, employees shall be given an opportunity to volunteer,
37 prior to determining involuntary transfers.

38 **(2) Order:** Any teacher with Continuing Contract (CC) or Professional Services Contract
39 (PSC) status will be placed on the surplus list.

40 **(3) Preference:** A list of teachers to be involuntarily transferred will be compiled by
41 Human Resources. Vacancy information shall be provided to these employees.
42 Thereafter, employees shall indicate the positions, in order of preference, such as
43 location/subject which they desire.

44 **(4) Seniority:** If there is no vacancy in the teacher's area of certification, the teacher
45 shall be placed in the position of the least senior teacher with the appropriate area of
46 certification and teaching assignment. In no event shall an involuntary transfer teacher
47 replace a teacher who has greater seniority. The teacher of second seniority ranking

1 in a certification area shall be placed next, and so on until the teacher is placed.

2 **(f) Priority Staffing List:** In the event of District or state mandated restructuring or
3 reconstitution, instructional staff with Annual Contract or Probationary Contract status with a
4 manager's rating of "Highly Effective" or "Effective" on their most recent performance
5 evaluation will be given priority status for filling vacant positions.

6 **(g) Magnet Schools:** Every effort will be made to apply the principles of involuntary transfer to
7 magnet schools and new schools; however, due to the special circumstances of these schools,
8 final decisions shall be made on the basis of instructional requirements and student needs as
9 determined by the TALC Labor/Management Committee.

10 **(h) Equity:** The parties of this agreement are committed to the goal of improving racial balance
11 in the staffing of the schools of the District. Every reasonable effort will be made through hiring
12 and attrition to improve the racial balance prior to any involuntary transfer.

13 **(i) Appeal:** Upon appeal, the TALC Labor/Management Committee may reverse an involuntary
14 transfer decision.

15
16 **(3) Exceptions:** Articles 5.03(2) and 5.04(7) shall be implemented as described herein unless an
17 instructional or student need is identified. The Superintendent (and only the Superintendent)
18 shall determine if a decision contrary to these provisions is in the best interest of the District. If a
19 Reduction in Force occurs, the TALC President will review exceptions to Articles 5.03(2) and 5.04(7)
20 with the Superintendent prior to this determination. A copy of the Principal's or Supervisor's
21 recommendation to the Superintendent for exemptions from Articles 5.03(2) and 5.04(7) shall be
22 provided to any affected teachers and the Association at the time the recommendation is submitted
23 to the Superintendent. The Superintendent shall notify all teachers affected by the determination in
24 writing in accordance with the Instructional Staffing Calendar and Guidelines. The District will make
25 a good faith effort to place a Professional Service Contract or Continuing Contract teacher who has
26 been impacted by an exception to the involuntary transfer provision.

27
28 **(4) Exemptions:** Elected Lead TALC Building Representatives shall be exempt from surplus or
29 involuntary transfers unless required by law or the Superintendent or designee determines that the
30 transfer is in the best interests of the District. The exemption is to provide a continuity of
31 representation to the bargaining unit.

32 **(a) TALC Building Representative List:** TALC will maintain a current list of Lead Building
33 Representatives and provide the list to the District's Personnel and Labor Relations
34 Departments upon request and at certain agreed upon dates during the school year. In
35 addition, each Principal will be provided the name of the current Lead Building Representative
36 in their school.

37
38 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary due to declines
39 in enrollment, budgetary restrictions, reorganization, or other causes as determined by the Board, the
40 following provisions shall apply:

41
42 **(1) Determination:** The Board shall determine the specific work locations and/or special programs
43 and areas of certification within which positions are to be eliminated. Once the specific areas of
44 certification and/or positions have been determined, reductions shall be made on a countywide
45 basis and shall be in accordance with Florida Statute 1012.33(5) and certification as further defined in
46 this section.

1 **(2) Primary Schools:** For the purpose of reduction in force at the elementary level there shall be
2 considered to be two areas of certification: early childhood to include pre-kindergarten/kindergarten
3 and elementary (grades 1-5).
4

5 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be deemed to be the
6 areas for which the employee holds certification. No teacher assignment that would result in a
7 violation of state or federal law will be approved.
8

9 **(4) Exceptional Student Education:** In Exceptional Student Education, consideration will also be given
10 to experience in working with students with significant cognitive and behavioral disabilities.
11

12 **(5) Process:** Once specific positions and/or areas of certification and levels have been identified by the
13 Board, a reduction in force shall be made on a countywide basis as follows:

14 **(a) Performance Salary Schedule:** Employees holding temporary and/or provisional
15 certification will be the first reduced. Annual contract employees who hold a professional
16 teaching certificate will be the next reduced.

17 **(b) Grandfathered Salary Schedule:** Continuing/professional service contract employees will be
18 the last reduced.

19 **(c) Performance Evaluation:** With each of items sub a-c, reduction shall be made such that the
20 person in those areas with the lowest performance evaluation is the first to be released and
21 reductions shall continue in the like manner until the needed number of reductions has
22 occurred.

23 **(d) Seniority:** In the event of equivalent performance evaluations, seniority will be a
24 consideration.

25 **(e) Notification**

26 **(1) Employee:** Any employee whose job is to be eliminated by a countywide reduction
27 in force shall be notified of such by certified mail.

28 **(2) Association:** Before any reduction in force takes place, the Association shall be
29 provided with a district-wide seniority list of all employees and the notification, the
30 areas of certification, levels, work sites, and positions to be reduced.

31 **(f) Reorganization:** Once a reduction in force has taken place on a countywide basis, the
32 appropriate reorganization of all available positions within all work sites shall be implemented
33 according to any appropriate provisions in this Agreement and School Board policy. In every
34 case where reorganization must take place, current employees shall be given the
35 opportunity to volunteer to transfer prior to any involuntary transfer taking place.
36

37 **(6) Assignment:** Teacher assignments that result from a reduction in force shall comply with the
38 teacher qualification requirements as defined in state and federal law. No teacher assignments that
39 would result in a violation of state or federal law will be approved.
40

41 **(7) Recall**

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

46 **(b) Seniority:** Continuing/Professional Service Contract teachers with the greatest seniority
47 shall be recalled first provided they are certified to fill the vacant position. Thereafter, annual

1 contract teachers shall be recalled.

2 **(c) Notification:** Notification of recall will be made by certified mail to the last address in the
3 employee's records.

4 **(d) Failure to Accept:** If a teacher fails to accept an offer of reemployment within ten (10)
5 working days from receipt of notification, it shall constitute a resignation.

6 **(e) Extension of Time Limit:** A laid-off employee, if offered recall, who is temporarily unable to
7 return due to medical reasons certified by a licensed medical provider, may request an
8 extension of recall.
9

10 5.05 – ASSIGNMENT OF DUTIES

11
12 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions for those
13 jobs in the bargaining unit as it deems necessary. Human Resources will provide the Association
14 copies of new or revised job descriptions through the TALC Labor/Management Committee and afford
15 the Association an adequate opportunity to review and provide written feedback prior to
16 implementation. The role of the Association in this regard will be advisory in nature. All job
17 descriptions shall be posted on the Human Resources section of the District website. The job
18 descriptions shall list the required qualifications as completely as possible. Every job duty in a job
19 description need not always be specifically described, and any omission does not preclude the
20 required performance of all duties that are job related.

21 **(a) Regular Review:** The District agrees to review job descriptions to ensure that an accurate
22 reflection of performance expectations is maintained. The TALC Labor/Management
23 Committee will review proposed changes in job descriptions prior to placement of these
24 proposed changes on the Board agenda. The TALC Labor/Management Committee will
25 recommend job groups for consideration in the establishment of career advancement paths.

26 **(b) Request for Review:** An employee may request a formal review of their job description if
27 the employee believes the current duties as assigned do not match the job description.
28 Requests for review shall be made in writing and submitted to the TALC Labor/Management
29 Committee.

30 **(c) Supervisor Directives:** Nothing in a job description shall be construed that any employee
31 has the right to refuse to follow instructions.

32 **(d) Instructional Supplements:** Instructional supplement positions will not conflict with an
33 employee's primary job duties, work schedule, or hours.
34

35 **(2) Tentative Assignments:** Each teacher shall be given a tentative teaching assignment in writing
36 for the next school year prior to the last day of duty for the current year. This shall consist of
37 the school and grade level for elementary; school, grade level and department for middle school;
38 and school and department for high school to which the teacher is assigned. Every effort will be
39 made to include course code number(s) and course title(s) for middle and high school teachers. In
40 any event, middle and high school teachers will be notified in writing as soon as possible and not
41 later than August 1 of their assignment by course number(s) and course title(s).
42

43 **(3) Changes in Assignment:** Any teacher who desires a change in grade level and/or subject
44 assignment shall file a written statement of this desire with the principal. No changes in the
45 tentative assignment shall be made without attempts to arrange a prior conference with the
46 teacher to provide rationale for the change and to address concerns of the teacher regarding the
47 change. If a conference is not possible, the rationale for the change shall be submitted in

1 writing to the teacher as soon as practicable prior to implementation of the change.

2 **(4) Support and Assistance:** Any teacher assigned to a new grade level or course may request in writing
3 support and assistance deemed by the teacher to be necessary for success in the new assignment.
4 The principal or designee shall consider the request and shall provide written recommendations
5 relating to the request.
6

7 **(5) Reassignment:** If a teacher is to be reassigned to a position which is a different subject area or
8 grade level than their current assignment (or from their assignment in the previous school year)
9 or a position permitting any area of certification, the teacher must be afforded a conference with the
10 Principal or designee to discuss the new assignment. The teacher may bring a representative with
11 them to the conference.
12

13 **(6) New Assignments:** If a Principal proposes to assign a teacher during the school year to a newly
14 created position resulting from student needs or program changes, the position will be posted first
15 for internal school applicants.
16

17 **(7) Subcontractors:** Subcontractors support the efficient operation of the District by supporting
18 workforce morale and success. The District agrees to utilize subcontractors only for a specific need or
19 in case of an emergency. District employees will be provided priority over subcontractors for
20 assignment of duties and work locations. The District will notify the Association of the need to use
21 subcontractors for bargaining unit positions at TALC Labor/Management Committee meetings.
22

23 5.06 – EMPLOYMENT OPPORTUNITIES 24

25 **(1) Advertising Vacancies:** Teacher vacancies will be posted on the District website weekly by Human
26 Resources. A vacancy shall exist if a person is sought to fill a full-time position which has been identified
27 by Human Resources. The notice of vacancies shall list the position, location, and qualifications
28 including certification coverage for those positions, and deadline date for application. The notice
29 of vacancies shall be sent to the Association.

30 **(a) Evening School:** Vacancies anticipated for evening high school diploma and vocational
31 programs, and academic programs in the community school programs, shall be posted on the
32 District website prior to the beginning of each semester or summer term.

33 **(b) Extended Day or Work Year:** In the selection and assignment of teachers to the District
34 academic, non-academic, and/or credit course programs and activities which occur beyond
35 the normal 196-day teacher work year and/or the normal 7.6-hour work day the following
36 procedures will apply:

37 **(1) Anticipated Openings:** A listing of anticipated openings with instructions for
38 submitting applications for such openings, including any pertinent information
39 regarding the positions, shall be posted at each school site at which openings are
40 expected to occur unless all teachers at a participating school have already been
41 assigned to work beyond the normal 196-day work year and the normal 7.6-hour work
42 day.

43 **(2) Unfilled Positions:** Any position which is not filled by a teacher at the school having
44 the openings shall be posted on the District website along with any pertinent
45 information regarding the position(s).

46 **(3) Notification:** Teachers submitting applications will be notified of the disposition of
47 the teacher's application as soon as the final determination is made as to assignments

1 and/or selection.

2 **(4) Compensation**

3 **(a) Standard Rate of Pay:** Teachers selected for Supplemental Academic and/or
4 Credit Course Assignments shall be paid at the teacher's base rate of pay as
5 reflected on the then current salary schedule.

6 **(b) Non-Standard Rate of Pay:** Teachers selected for non-fee based
7 Supplemental Non-Academic assignments shall be paid at the rate of \$20 per
8 hour.

9 **(5) Program/Activity Type:** The principal advertising the position shall determine
10 whether or not the program or activity is academic or non-academic, and shall make
11 such determination within the following guidelines:

12 **(a) Academic Programs:** Non-fee-based supplemental programs or activities
13 are considered academic in nature if the program or activity is directly in
14 support of the goals of adopted School Improvement Plan; directly related
15 to assisting students enrolled in credit courses within or outside of the school
16 day; intended to demonstrate improvement towards student mastery of those
17 Sunshine State Standards measured on the Florida Standards Assessment; or
18 specifically required by individual education plans or academic improvement
19 plans.

20 **(b) Non-Academic Programs** All other non-fee-based supplemental programs
21 or activities not specified in Article 5.06(1)(d) or the Instructional Supplement
22 Salary Schedule are considered non-academic in nature.

23 **(6) Duration of Assignment:** Teachers assigned to non-fee based supplemental
24 academic, non-academic, and/or credit course assignments may continue in those
25 positions through the end of the school year or until the advertised end of the position
26 assignment, so long as performance is satisfactory. In the event that a program
27 ends prior to the end of the school year teachers may be assigned to another
28 program only if a vacancy exists.

29 **(c) Summer School/Extended School Year**

30 **(1) Application:** Applicants must complete an online instructional or support
31 application to be considered for extended school year (ESY)/summer school
32 employment.

33 **(2) Site Preference:** Applicants shall indicate extended school year/summer school site
34 preference in the "employment preferences" section of the online application.
35 Applicants may indicate multiple site preferences or choose an option for any site
36 preference.

37 **(3) Certification:** Applicants must comply with District certification requirements in the
38 assigned subject area. A list of qualified applicants for each location and job will be
39 accessible via PeopleSoft Talent Acquisition Management. Each job will be assigned a
40 job opening ID Number.

41 **(4) Filling Positions:** Filling positions for extended school year/summer school must be
42 in accordance with Article 5.06(2). If filling positions, the following guidelines are also
43 recommended.

44 **(a) Standard School Year:** With the exception of the extended school year
45 program for students receiving a 1 or 2 score on the state mandated
46 assessments, the order of selection of teachers to fill positions should be as
47 follows: Professional Service Contract/Continuing Contract teachers from the

1 assigned school or feeder schools; Annual Contract teachers from the
2 assigned school or feeder School District of Lee County; Teachers,
3 regardless of contract status, District-wide based on seniority.

4 **(b) Extended School Year:** For the extended school year program for students
5 receiving a 1 or 2 score on the state mandated assessments, a listing of
6 anticipated openings with instructions for submitting applications for such
7 openings, including any pertinent information regarding the positions, shall be
8 posted at each school site at which openings are expected to occur. Any
9 position that is not filled by a teacher at the school having the openings shall
10 be posted on the District website along with any pertinent information
11 regarding the position(s).

12 **(5) Compensation:** Summer School and Extended Year is a continuation of the
13 previous year, therefore, Summer School and Extended Year staff will be paid the
14 same rate of pay they earned during the preceding school year.

15 **(6) ESOL Endorsement:** Teachers must have ESOL endorsement, ESOL K-12
16 certification or Board approval to teach ESOL out-of-field if they are the primary
17 deliverer of language arts instruction to LEP students.

18 **(7) Middle Schools:** Middle school teachers are selected by middle school principals.
19 Principals will work together to staff summer sites.

20 **(d) Instructional Supplements:** Those supplemental positions designated on the salary
21 schedule as countywide shall be posted on the District website no later than May 15 of each
22 school year. The deadline for applications shall be ten (10) working days after the date of
23 publication. Any athletic position listed on the salary schedule supplement that cannot be
24 filled by a faculty member of the team's school shall be posted on the District website. The
25 deadline for applications shall be ten (10) working days after the date of publication. Each
26 principal shall post a list of supplemental positions allocated to that school for the subsequent
27 school year until all positions have been filled.

28 **(e) Administrative Positions:** Opportunities for Administrative positions shall be posted at least
29 twice annually in the notice of vacancies.

30
31 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human Resources from a Lee
32 County teacher shall be reviewed by the appropriate principal or supervisor prior to recommending
33 an applicant to fill the position. Except in such circumstances as approved by the Superintendent, a
34 vacancy will not be filled with other than an interim appointee for at least five (5) working days after
35 the posting date on the District website listing the vacancy. Any continuing contract/professional
36 service contract teacher holding the appropriate certification shall be given first consideration in
37 the staffing of teaching vacancies. Teacher applicants in the District assigned to a grade level or
38 subject area outside the scope of their teaching certification shall be given first consideration for
39 openings within the subject or field of their certification.

40
41 **(3) Notification:** Teachers who have made written application to fill a posted and advertised
42 vacancy, including a summer or evening school, shall be notified in writing of the action of the Board
43 in filling such vacancy.

44
45 **5.07 – AMERICANS WITH DISABILITY ACT:** This Article is intended to comply with the Americans with
46 Disabilities Act (ADA). All newly hired teachers must undergo a physical examination by a licensed
47 medical doctor. The results of this examination shall be stated on a form provided by the Board. The

1 form must be received by the Board before employment can begin. Additional medical examination
2 may be required in order to determine whether matters reported in the initial examination would
3 present a direct threat to the health or safety of the applicant or of any other person.
4

5 **(1) Physical Examinations:** Once employed, physical examinations may be required only if the
6 employee's behavior gives reason to suspect that a medical or psychiatric condition may impair the
7 employee's ability to perform their duties, or if the employee has been injured or ill and an
8 examination is needed in order to determine whether an employee can return to work safely or to
9 determine whether the employee has a disability for which a reasonable accommodation can be
10 made.
11

12 **5.08 – WORKER'S COMPENSATION**

13

14 **(1) Limited Duty:** Employees who have experienced a worker's compensation injury and who have
15 been evaluated and released by an approved physician as physically able to return to work with
16 specific limitations, will return to their job site upon written authorization by the Insurance and
17 Benefits Management. Specific work limitation will be forwarded to the employee's supervisor from
18 the treating physician. The employee will remain in their job site, performing appropriate duties as
19 identified by their supervisor for a period of time agreed to by the employee and the work site
20 supervisor. The employee will be evaluated by the physician as necessary based on the course of
21 treatment and, if not released for full duty, will be returned for limited duty for a work period agreed
22 to by the employee and the work site supervisor. At the completion of the second work period, if the
23 employee is not able to return to a full duty status, he will be evaluated by the physician,
24 principal/supervisor and the Insurance and Benefits Management to determine the employee's
25 status. Alternatives such as returning to worker's compensation off-duty status, continuation of
26 limited duty assignments, alternate duty assignments, and/or other assignments will be reviewed with
27 the employee. If a period of limited duty exceeds six months, the District will notify the Association of
28 the identity of the employee.
29

30 **(2) Alternate Duty**

31 **(a) Training:** Employees will be placed in an Alternate Duty training position based upon their
32 physical abilities as determined by their treating workers' compensation physician and their
33 vocational aptitudes as determined in an alternate duty evaluation. The alternate duty
34 evaluation is not a 440.491 re-employment assessment as it is not an evaluation to
35 determine whether an employee is capable of returning to suitable, gainful employment in the
36 open labor market.

37 **(b) Time Limit:** The total maximum time an employee may remain in an Alternate Duty
38 "training status" is one year. The maximum time may be extended to two years under
39 extenuating circumstances. (Example: illness, language barrier, etc.).

40 **(c) Successful Completion:** Employees will be deemed "trained" if they have successfully
41 acquired the minimum skills necessary to qualify for the position for which they are training,
42 as acknowledged by their supervisor and the Insurance and Benefits Management.

43 **(d) Failure to Complete:** Employees who fail to achieve "trained" status within one year (or two
44 years for employees with extenuating circumstances) will lose their employment with the
45 District.

46 **(e) Change in Training:** Employees who are unsuccessful in their initial training position, may
47 make one change of training assignment within the one-year period (two-year period for

1 employees with extenuating circumstances); however, a change of training position will not
2 extend their training timeline.

3 **(f) Application Upon Completion:** Once employees are deemed “trained” by the Insurance and
4 Benefits Management, they are required to apply for all positions, for which they have received
5 training, within a reasonable commute.

6 **(g) Placement Upon Completion:** For employees who are unsuccessful in finding a regular
7 position within 60 working days of achieving “trained” status, Human Resources will begin
8 procedures to place those employees in regular positions.

9 **(h) Refusal:** If an employee refuses to be tested for Alternate Duty placement or to
10 participate in their assigned Alternate Duty training program, this shall be deemed
11 voluntary resignation of employment.

12 **(i) Summer Assignments:** Employees who worked less than a 12-month schedule at the time
13 of their work-related accident will not be guaranteed summer employment while
14 participating in the Alternate Duty Program.

15 **(j) Covered Employees:** The provisions of this section also apply to employees currently
16 enrolled in the Alternate Duty Program at the date of this Agreement. The provisions of this
17 section apply to all Alternate Duty employees.

18 **(k) Wages:** Employees selected for alternate duty assignments will be paid in accordance with
19 the appropriate salary schedule, but in no case shall the employee receive less than the
20 amount received prior to the injury.

21
22 **5.09 – VETERAN’S PREFERENCE:** Veteran’s Preference shall be granted in accordance with applicable
23 state and federal laws. Nothing herein shall be construed to expand any Veteran’s Preference beyond
24 the limits of applicable state and federal law.

25
26 **5.10– PERSONNEL FILE:** Each teacher shall have the right to review the contents of their personnel
27 file. Each teacher has the right to have another person accompany them in the review of their
28 personnel file, if they so choose. Such review shall be made in the presence of the person responsible
29 for the safekeeping of the personnel files of the Board.

30
31 **(1) Inspection:** Upon request from a teacher, the Board will provide, within five (5) working days, a copy
32 of such contents and records of the teacher’s personnel file as is requested in writing by the teacher.
33 The cost of preparation and duplication of such records shall be at the teacher’s expense.

34
35 **(2) Response:** A teacher shall have the right to comment, in writing, concerning any materials in their
36 personnel record.

37
38 **(3) Record Retention:** Teacher personnel files shall be maintained according to Florida Statutes
39 1012.31.

ARTICLE 6 – WORKING CONDITIONS

6.01 - PHYSICAL FACILITIES

(1) Facilities Planning: The Board shall involve teachers in the preparation of educational specifications for school facilities. The specifications shall be used in the planning and construction of new facilities and in the planning of additions or the remodeling of existing facilities. These specifications will be used, at the discretion of the Board. Such specifications may include:

(a) Room Assignment: teaching room/station for each teacher commensurate with the design capacity of the school;

(b) Dining Area: teacher dining area;

(c) Lounge: teacher preparation/rest areas and furnishings;

(d) Restrooms: adult rest room facilities;

(e) Conference Rooms: conference rooms;

(f) Temperature: climate control;

(g) Parking Area: designated employee parking area;

(h) Supplies: instructional equipment;

(i) Boards: chalk boards and tack board areas;

(j) Safety/Security: building and grounds safety and security provisions;

(k) Maintenance: custodial and maintenance provisions;

(l) Sound: acoustical control.

(2) Storage: Each teacher shall have a securable storage space for teaching materials and equipment.

(3) Safe and Secure Conditions: Adequate, clean, safe and sanitary working conditions shall be provided for all employees. No employee shall be required to work in conditions that are not safe or secure or perform tasks which endanger health and safety. The site supervisor or principal shall, in consultation with the department responsible for safety and security, whenever possible, make an initial determination as to whether an unsafe working condition exists.

(4) Reporting Unsafe Conditions: An employee who becomes aware of an unsafe working condition shall immediately report the situation to their supervisor. A safety/security deficiency form shall be provided to employees either by electronic file or by hardcopy for reporting purposes. The supervisor shall investigate and initiate whatever corrective action they deem appropriate with consultation and notice given to the department responsible for safety and security. If the employee believes that the condition has not been corrected, they may report it to the School Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security department.

6.02 - PROTECTION OF PERSON

(1) Injury: The District assures employees of its support when employees have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility. An employee involved in injury to themselves, a student or another employee shall immediately report same to their immediate supervisor and thereafter make such written reports as necessary to comply with School Board Policy.

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

10
11 **(3) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal),
12 or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant,
13 menacing, intimidating, threatening, or harassing against any person in the workplace.

14
15 **(4) District Support:** The District assures employees of its support if an employee’s conduct is in
16 accordance with applicable state and federal laws, regulations, and board policy. In carrying out their
17 responsibility for maintaining good discipline, an employee shall impose classroom discipline
18 consistent with administrative direction. In the event that an employee feels it is necessary to protect
19 themselves or others from injury, the employee may refer to board policy and/or Florida Statute
20 1003.32.

21
22 **(5) Assault:** Any case of assault upon a teacher which occurs in the line of duty shall promptly be
23 reported to the principal. The District shall provide legal advice to the teacher concerning their rights
24 and obligations with respect to such assault, and its legal assistance to the teacher in connection
25 with handling of the incident by law enforcement and judicial authorities. In such event, the
26 following shall apply:

27 **(a) Legal Proceedings:** Time for appearance before a judicial body or legal authority shall result
28 in no loss of salary or reduction of accumulated leave.

29 **(b) Criminal Actor:** Where a teacher is found guilty of a criminal charge related to the incident
30 by a court of competent jurisdiction, the District shall be immediately released from further
31 responsibility to the teacher.

32 **(c) Injury:** In the case of injury occurring under such circumstances, the teacher shall provide
33 a written statement from a licensed medical physician regarding the extent and nature of
34 injuries sustained. A teacher shall be entitled to Illness or Injury In-Line-Of-Duty Leave as
35 provided by Florida Statute 1012.63, and Article 12.02(2) of this Agreement. After ten (10)
36 work days, the teacher shall receive the salary difference between Workers’ Compensation
37 and regular salary under emergency sick leave status, for such term and under such
38 conditions as the District shall deem appropriate after medical consultation.

39
40 **(6) Harassment or Discrimination:** The District is committed to ensuring equity in school programs
41 and employment practices. The District prohibits harassment and discrimination as provided in
42 Florida Statute 100.05 and School Board Policy 1.23. Employees who feel they have been harassed or
43 discriminated against are encouraged to submit a complaint in accordance with board policy.

44
45 **(7) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with applicable
46 state and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be
47 provided with reasonable break time to express breastmilk for one year after a child’s birth. The

1 District will provide a place, other than a bathroom, that is shielded from view and free from intrusion
2 by co-workers and the public, which may be used by an employee to express breastmilk. Employees
3 must keep their immediate supervisor informed of their needs so that appropriate accommodations
4 can be made with minimal disruption to the employee and the worksite. Nursing mothers who feel
5 they have been denied appropriate accommodations are encouraged to contact Human Resources.
6 Nothing herein shall be construed to expand these protections beyond the limits of applicable state
7 and federal law.

8
9 **(8) Domestic or Sexual Violence:** Protections shall be granted to employees who are victims of
10 domestic or sexual violence in accordance with Florida Statute 743.313. Employees will be provided
11 with leave in accordance with Article 12. The District will ensure that related public records exemptions
12 are provided, may refer reported cases to the appropriate Threat Assessment Team for review, and
13 will allow employees to request a temporary transfer or reassignment. Employees must keep their
14 immediate supervisor informed of their needs so that appropriate accommodations can be made
15 with minimal disruption to the employee and the worksite. Employees who feel they have been denied
16 appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be
17 construed to expand these protections beyond the limits of applicable state and federal law.

18
19 **6.03 - PROTECTION OF PERSONAL PROPERTY:** The Board shall reimburse each teacher if either of the
20 following occurs while the teacher is discharging their duties in accordance with their job description:

21
22 **(1) Criminal Act:** Loss or damage to items of clothing and related personal property worn or carried
23 about the person which is damaged or destroyed as a result of an assault, less any amount paid by
24 insurance.

25
26 **(2) Negligence:** Loss or damage of personal property as a result of negligence by the building
27 administrator or their designee as determined by the appropriate administrator of the
28 Property/Casualty Loss Program within the guidelines of the current Property/Casualty liability
29 guidelines. The total liability of the Board under this section, per teacher occurrence, shall not
30 exceed six hundred dollars (\$600) less any amount reimbursed by insurance. A proof of loss
31 statement, including verified replacement value, shall be provided by the teacher.

32
33 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** Campuses shall be tobacco/smoke-free at
34 all times, including e-Cigarettes and/or vapor cigarettes, per School Board Policy 5.37. No employee
35 shall possess, consume, be under the influence of (as defined by the prevailing legal limit) or sell
36 alcoholic beverages or manufacture, distribute, dispense, possess or use alcoholic beverages on the
37 job or in the workplace. Employees are prohibited from using, distributing, manufacturing,
38 processing, selling, cultivating or attempting to sell illegal, controlled substances at any time whether
39 on or off duty or on or off District property.

40
41 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this
42 article and notify the appropriate administrator of any arrest/charges involving the sale and/or
43 possession of drugs within 48 hours of any such arrest/charge.

44
45 **(2) Notice of Conviction:** The District shall take one or more of the following actions, within thirty (30)
46 days of receiving such notice, with respect to any employee who is so convicted:

47 **(a) Program Participation:** Require such an employee to participate satisfactorily in a drug abuse

1 assistance or rehabilitation program approved for such purposes by a federal, state or local
2 health, law enforcement, or other appropriate agency.

3 **(b) Failure to Participate:** If the employee fails to satisfactorily participate in a drug abuse
4 assistance or rehabilitation program, the District will recommend non-reappointment,
5 suspension, or termination the employee.

6 **(c) Other Personnel Action:** Take other appropriate personnel action, up to and including
7 termination.
8

9 **(3) Alcohol, Tobacco, or Drug Testing:** All alcohol, tobacco, or drug testing shall be conducted in
10 accordance with District policy and procedures.

11 **(a) Mandatory:** Safety sensitive positions, including those defined by the U.S. Department of
12 Transportation standards, may be required to submit to alcohol, tobacco, or drug testing on a
13 random basis.

14 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug or alcohol testing
15 without reasonable suspicion except as otherwise required by law or this agreement. All
16 drug and alcohol testing shall be conducted in accordance with District policy and procedures
17 for drug and alcohol testing.
18

19 **(4) Exemptions**

20 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which they
21 hold the prescription is exempt from this section.

22 **(b) Confiscation:** Employees who perform duties which require the disposition or confiscation
23 of alcoholic beverages or controlled substances are exempt from this section if performing
24 those specified duties.
25

26 **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources
27 and the Employee Assistance Program (EAP).
28

29 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result
30 in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or
31 mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may
32 include any conduct that would be independent grounds for disciplinary action.

ARTICLE 7 – WORK SCHEDULE

1 **7.01 - WORK DAY:** The basic work day for teachers shall be seven and one-half (7-1/2) hours on all
2 days when students are in attendance, with an additional thirty (30) minutes per week for the
3 purpose of planning. On all Pre-School Days, Professional Duty Days and In-service Days, the basic
4 work dayfor teachers shall be seven (7) hours to include lunch.

5
6 **(1) Standard Work Day:** The work day for teachers shall include:

7 **(a) Instruction:** The length of the instructional period each day will be determined by the
8 individual school's master schedule.

9 **(b) Lunch:** A lunch time each day equivalent to the student lunch time with a minimum of
10 twenty-five (25) minutes to be duty-free. Except in the case of an emergency or special
11 circumstance the teacher's lunch period shall be duty-free.

12 **(c) Planning:** Teachers shall have planning/conference time totaling not less than sixty (60)
13 minutes per day or the equivalent on a weekly basis to include a minimum of forty (40)
14 continuous minutes per teacher per day except in those cases as referenced in Article
15 7.01(1)(c)(4) and Article 7.04. Such time shall be used for lesson preparation and for
16 meeting other job description responsibilities.

17 **(1) Planning Guidelines:** The parties will develop a process for monitoring compliance
18 with planning guidelines by each school as well as a recommended course of action
19 if a school or work site is not in compliance.

20 **(2) No Planning Time:** In the event a teacher is not provided planning time during the
21 student day the school administrator shall implement a process to provide a break
22 to the teacher, if necessary. A break shall be defined as an interruption in the teaching
23 activity of the teacher for the purpose of using the restroom or for other personal
24 reasons. Such breaks shall be reasonable in length and not distract from student
25 learning.

26 **(3) Teaching During Planning Period:** If a teacher and the District mutually agree that
27 the teacher will teach through the teacher's planning period, the teacher's work day will
28 be extended by an amount equal to the instructional period.

29 **(a) Compensation:** The teacher will be compensated at the teacher's regular
30 rate of pay.

31 **(b) Advertising:** The District shall advertise such extra time/extra pay
32 opportunities and shall report such arrangements to TALC.

33 **(4) Non-Compliance:** In cases where a work site/school is unable to comply with or
34 requests a change in language pertaining to the teacher daily planning time, the work
35 site/school staff will develop a plan to insure teachers receive the three hundred
36 thirty minutes (330) minute weekly minimum based on a regular five-day work week.
37 This plan must be submitted as a waiver and reviewed and approved by the TALC
38 Labor/Management Committee.

39 **(d) Professional Learning Communities:** Instructional staff will work with their immediate
40 supervisors to develop a work schedule that allows for appropriate planning time and
41 Professional Learning Community (PLC) meetings. Instructional staff may work with their
42 immediate supervisor on a PLC assignment that is job related and supports students. PLC
43 meetings will be led by instructional staff, held at a mandatory maximum of once each week,
44 will have an agenda sent out prior to the meeting, and will focus on teaching and learning.

1 Instructional staff will be actively engaged in and participate in PLC meetings. PLC meetings
2 may consist of employee requested professional development, data analysis, shared
3 planning, creating assessments, collaboration, and continuous improvement. School-based
4 administrators will review the PLC guidelines with their staff each year. The TALC
5 Labor/Management Committee may review situations where there are concerns about PLC
6 meetings.

7 **(e) Mandatory Meetings:** The scheduling of administratively mandated meetings and other
8 similar functions shall be limited to two per month. A faculty meeting is an example of an
9 administratively mandated meeting. An Individualized Education Plan (IEP) meeting is not an
10 example of an administratively mandated meeting. Meetings for the purpose of curriculum
11 planning, with the involvement of administration, are acceptable so long as the number of
12 meetings is reasonable. The TALC Labor/Management Committee shall review situations
13 where the number of meetings is of concern.

14
15 **(2) Non-Standard Work Day:**

16 **(a) Assigned Duties:** Fulfillment of performance responsibilities as defined by the Board's job
17 description for teachers shall be made available upon request to the individual supervisor.

18 **(1) Administrative Duties:** In schools that do not have an assistant principal or
19 second administrator, a teacher shall be designated to perform administrative duties.
20 Teachers may volunteer but shall not be required to assume administrative duties in
21 the absence of the principal or other immediate supervisor.

22 **(2) Additional Duties:** If volunteers are not available, when teacher participation in
23 extracurricular activities is required and there is no supplement assigned to that
24 activity, assignments will be made on a rotating basis in a manner to ensure equitable
25 distribution of additional responsibilities.

26 **(3) Voluntary Duties:** Upon approval by the principal, teachers may be given access
27 to the building to voluntarily perform job-related duties.

28 **(b) Work Site:** The Board and the Association recognize that schools provide many
29 learning activities other than in individual classrooms. Such activities as state or district
30 testing programs, field days, field trips, theme days, or other similar activities are included
31 within this provision. If participation in such activities is found to be necessary and will have
32 the effect of temporarily changing a teacher's schedule, if volunteers are not available,
33 assignments shall be on a rotating basis in a manner to ensure an equitable distribution
34 of additional responsibilities.

35 **(1) Mileage:** Teachers required to travel as part of their regularly assigned
36 responsibilities shall receive mileage reimbursement if such has been approved by the
37 Superintendent prior to the assignment.

38 **(c) Work Hours:** Teachers are professionals and have responsibilities, which may require the
39 teacher's attendance and/or participation beyond the normal work day.

40 **(1) Mandatory Attendance:** If attendance at such meetings or activities is required,
41 the principal will notify in writing the affected teachers of the schedule and any
42 alterations necessary to the teacher's work schedule. Every reasonable effort will be
43 made by school administrators to minimize required attendance by teachers beyond
44 the regular work day.

45 **(2) Parent Teacher/Conferences:** Parent/teacher conferences scheduled outside of the
46 regular work day shall be scheduled in collaboration with the teacher.

1 **(3) Arrival:** Each building principal shall determine the arrival and leaving time of teachers
2 assigned to each school.

3 **(a) Sign-In and Sign-Out Procedures:** Teachers shall indicate their presence for duty upon
4 arrival each day by personally signing in electronically to Lee Clock. Instructional staff may leave
5 their school or other scheduled duty area during the work day only with the approval of
6 their principal or other immediate supervisor.
7

8 **(4) Instruction:** For purposes of this section, the following definitions shall apply:

9 **(a) Definitions:**

10 **(1) Lesson Plans:** A standards-based guide for daily instruction.

11 **(2) Disclosure Documents:** A general statement of course requirements, materials and
12 objectives.

13 **(3) Course Outline:** A general description of how the performance standards will be
14 met over a six (6) to fifteen (15) week period of instructional time.

15 **(4) Course:** That body of instructional information identified by each specific course
16 code directory number.

17 **(b) Submission of Lesson Plans:** Each teacher shall prepare a lesson plan covering the full
18 calendar week no later than the next to last day of the preceding school week. Upon request
19 to the teacher, lesson plans are subject to review by the principal or other immediate
20 supervisor.

21 **(c) Course Preparation:** There shall be no more than four (4) different course preparations for
22 middle or high school teachers except as approved by the Superintendent.

23 **(d) Grades:** Each teacher is responsible for assigning grades for their students and turning
24 them in to their principal. No grade will be altered or cause to be altered without consultation,
25 where possible, with the teacher who assigned the grade. Such consultation shall be for the
26 purpose of reviewing the teacher's justification of the assigned grade. In each case, the
27 decision of the principal shall, upon appeal by the teacher, be reviewed by the Superintendent
28 and their decision shall be final. If a change is made, the record will reflect that the change
29 was made by the Superintendent, principal or designee.

30 **(e) Leadership Roles:** Each opening for the position of grade level, department chairpersons
31 or team leader shall be announced prior to filling the position. Teachers within the department,
32 team or grade level shall make recommendations to the principal on persons to serve as
33 grade level, department chairpersons or team leader. First consideration shall be given to
34 persons who are recommended by their department, grade level or team. The principal shall
35 make the final determination in filling such vacancies and shall notify all applicants of their
36 decision prior to the end of the student school year. No department head, grade level
37 chairperson or team leader shall be required to evaluate, in writing, other bargaining unit
38 personnel.
39

40 **7.02 - WORK WEEK:** Flexible schedules must still be the equivalent of a thirty-eight (38) hour work week
41 and/or average the basic teacher work day of seven and one-half (7 ½) hours, with an additional thirty
42 (30) minutes per week for the purpose of planning.

43
44 **7.03 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall include six (6) paid
45 holidays. Teachers will not be required to work on the paid holidays established by the Board as a part
46 of the annual school calendar.

1 **(1) Pre-school Days:** The pre-school week shall consist of one (1) District In-service Day and four (4)
2 Pre-school Days. During the four (4) Pre-school Days, teachers shall have at least twelve (12) hours for
3 uninterrupted planning and preparation for the upcoming school year.
4

5 **(2) Professional Duty Days:** Teacher professional duty days are to be used for teachers to prepare
6 grades, lesson plans and other required records and reports. Grade sheets shall not be due until one
7 hour prior to the end of this duty day.
8

9 **(3) In-service Days:** Teacher in-service days shall be used for teacher professional development as
10 identified in the teacher's Professional Development Plan and the School Improvement Plan.
11

12 **(4) Non-Standard Work Year:** Appendix C includes the number of workdays for instructional staff who
13 have a greater than ten (10) month calendar. The work year for career and technical Instructors at
14 Technical Colleges and the Southwest Florida Public Service Academy will be determined based upon
15 the clock hours required for the courses taught as determined by the Florida Department of
16 Education.

17 **(a) Department of Juvenile Justice:** The Department of Juvenile Justice (DJJ) twelve-month (255-
18 day) calendar will be jointly developed by the DJJ Administrators and Teachers to ensure
19 the required 240-day instructional calendar and the recommendation shall be forwarded to
20 the TALC Labor/Management Committee.
21

22 **(5) FLEXIBLE WORK YEAR:** The contractual work year may be reduced if agreed to by the teacher and
23 supervisor. The work year may be extended to meet student/ programmatic needs with advanced
24 notification to TALC and Human Resources. The work year for instructional personnel scheduled to
25 work longer than 196 days may be adjusted to accommodate instructional or student needs. Such
26 adjustments shall be determined ten (10) days prior to the last day of the student year for the
27 following school year, set forth in a written document and signed and dated by the teacher and
28 principal/supervisor and retained at the school/department. The days shall be determined in
29 consultation with the teacher; however, the final decision shall be made by the principal/supervisor
30 to ensure adequate staffing throughout the year.

31 **(a) Extended School Year Programs:** The work year for instructional personnel employed at a
32 school requiring an extended school year may be extended for five days to accommodate
33 instructional or student needs. The additional five days will be used for training and
34 professional development. Instructional personnel employed during this extended work year
35 will be paid according to their current base rate of pay.

36 **(b) Emergency Make-up Days:** If it is necessary to close schools as a result of a hurricane
37 or other natural disaster, employees will be notified via radio and television, if possible, prior
38 to the beginning of the work day. Employees who do not make up said time during their work
39 year will not be paid for these days and pay will be deducted from the last paycheck of the
40 fiscal year in which the days are missed or from the employee's last paycheck in the event the
41 employee terminates sooner. National and/or legal holidays may not be used as make-up days
42 if schools are closed due to emergency. The Board agrees to meet with the Association to
43 discuss make-up days if schools are closed due to an emergency. For employees who work
44 196, 201 or 206 days, the time shall be made up on the days that students are scheduled to
45 make up school. For employees who work 216 or 226 days, time will be made up by
46 extending the contract year by the number of days missed. For employees who work 255
47 days per year, time will be made up by extending the length of the work day as determined

1 by the Superintendent. The Board reserves the right to waive make-up time.

2
3 **7.04 - CHANGES IN SCHEDULE**
4

5 **(1) Temporary:** Assemblies, testing programs, and other school activities, which disrupt normal
6 classroom instruction, shall be rotated whenever possible so that the same classes are not continually
7 affected. Classes shall be free of unnecessary interruptions by use of the intercommunications
8 systems. Visitation to classrooms by non-employees shall be approved by the supervisor. Whenever
9 possible, affected employees shall be informed in advance.

10
11 **(2) Emergency:** In the event of an emergency or other unusual circumstances, as determined by the
12 principal or other immediate supervisor, a teacher's daily work schedule may be temporarily changed.
13 If such a schedule change necessitates the loss of a teacher's planning/conference period, and no
14 volunteers are available, the loss of planning/conference period shall be on a rotating basis.

15
16 **7.05 – HOLIDAYS:** All full-time employees in the bargaining unit shall receive the following paid
17 holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Good Friday,
18 and Memorial Day. Employees who work twelve (12) months per year shall receive six consecutive
19 work days' winter vacation. Two of these days shall be Christmas Day and New Year's Day. Employees
20 shall only be paid for holidays that occur during their work year. Employees who work less than twelve
21 (12) months shall receive the following paid holidays: Labor Day, Thanksgiving (Thursday and Friday),
22 Presidents' Day, Good Friday, and Memorial Day.

23
24 **7.06 – VACATIONS:** This section shall apply to all full time twelve (12) month employees in the TALC
25 bargaining unit.

26
27 **(1) Twelve Month Employees:** A member of the unit who is employed on a twelve (12) month basis
28 shall be allowed paid vacation leave, exclusive of holidays, as follows:

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

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

33 (c) An employee with ten (10) years or more of continuous service shall accrue one- and
34 one-half days per month (eighteen (18) days per year).

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

38
39 **(2) Accrual:** Vacation will not be granted until it is earned. Each employee who has accrued at least
40 ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation
41 during the calendar year. Each employee who has earned fifteen (15) or more days of vacation shall
42 be allowed to take at least three (3) consecutive weeks during the calendar year. Vacation periods
43 greater than three (3) consecutive weeks may be requested by an eligible employee and shall be
44 subject to the approval of the superintendent.

45
46 **(3) Increments:** Vacation may be granted in increments of one-half the employees work day,
47 provided that the request does not disrupt the operation of the work site. All vacation requests

1 must be submitted to the supervisor at least 24 hours in advance of the requested vacation time.
2 Requests for vacation time of three or more consecutive weeks shall be submitted at least thirty
3 (30) days in advance of the requested vacation time.
4

5 **(4) Requests:** Full time twelve (12) month employees in the TALC bargaining unit will submit vacation
6 requests between January 1 and March 10. Each supervisor shall develop and post a vacation schedule
7 by March 31. Requests for vacation will be granted based on seniority. The supervisor may deny
8 vacation requests that disrupt the operation of the school or department. Vacation requests received
9 after March 10 will be considered on a first-come first-served basis and should be responded to within
10 10 business days. Supervisors shall respond in PeopleSoft with a specific reason for denial if a vacation
11 request is not granted. Previous approval of vacation requests may be revoked should an emergency
12 arise at the worksite. An appeal of revocation of a previously approved vacation request may be made
13 to the Superintendent or Superintendent's Designee. All requests shall be entered into PeopleSoft by
14 the supervisor or their designee. If the supervisor chooses, they may request that the employee enter
15 the request into PeopleSoft.
16

17 **(5) Maximum Accrual:** An employee may accrue a maximum of forty-five (45) work days of annual
18 leave. Annual leave shall not be granted prior to the time it is earned and shall be used only with the
19 approval of the superintendent upon the recommendation of the employee's supervisor. Upon
20 separation from the Board an employee shall be paid for accrued annual leave as of the date of the
21 separation based on the employee's base rate of pay at the time of separation.
22

23 **(6) Death:** In the case of the death of an employee, payment for accrued annual leave shall be made to
24 the employee's beneficiary of record or if none, to their estate.

ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 - NOTICE:** Within the first sixty (60) days of the teacher’s contract year and prior to preparing
2 the formal written report of a teacher evaluation required by law, each teacher shall be informed of
3 the criteria and the procedures to be used in their formal observations and evaluation. Each teacher
4 shall be assessed utilizing the Final Performance Evaluation found on the District’s Web site,
5 (www.leeschools.net).

6 7 **8.02 – PROCEDURE** 8

9 **(1) New Hires and Probationary Contract:** A Performance Evaluation must be conducted twice (mid-
10 year and final) for a newly hired teacher in the first year of teaching in the school district. For the
11 purposes of this Article, newly hired means a person that has never taught in the School District of
12 Lee County. Each Probationary Contract teacher shall be the subject of a formal observation by
13 an appropriate administrator at least two (2) times each school year. The first formal observation shall
14 be completed by the first work day of December.
15

16 **(2) Annual Contract, Professional Services Contract, or Continuing Contract:** At least one formal
17 observation of each classroom teacher is to be conducted by the principal or assistant principal.
18 Each school principal will counsel with each teacher and direct the teacher to the appropriate
19 level of professional growth. Such options may include an individual professional development plan,
20 professional development within the professional learning community (PLC) or such alternatives
21 agreed on between the parties. Employees who hold a Continuing or Professional Service Contract
22 may be observed by an appropriate administrator.
23

24 **(3) Special Instructional:** Other members of the instructional unit, including but not limited to school
25 counselors, media specialists, school social workers, school psychologists, curriculum specialists, and
26 teachers-on-assignment, will be evaluated by an appropriate administrator.
27

28 **(4) Formal Observations:** All formal observations shall be reduced to writing or provided in
29 electronic format and shall be discussed with the teacher within ten (10) days of the observation. No
30 later than five (5) days following the discussion, the teacher shall receive a copy, written or electronic,
31 of the formal observation report after signing to indicate that the report has been discussed
32 with the teacher. If deficiencies are noted during the observation, the administrator conducting the
33 observation shall provide the teacher with written recommendations for improvement. The
34 administrator shall thereafter confer with the teacher and make recommendations as to specific
35 areas of unsatisfactory performance and provide assistance in helping to correct such deficiencies
36 within a prescribed period of time. Observations of a teacher’s performance of duties and
37 responsibilities shall be conducted openly with no intent to conceal such from the knowledge of the
38 teacher.
39

40 **(5) Final Performance Evaluation:** Each teacher’s Final Performance Evaluation form shall be discussed
41 with him/her by the administrator responsible for preparing the report. Any documentation related
42 to a teacher’s Final Performance Evaluation shall be given to the teacher within ten (10) days of the
43 observation or incident giving rise to the documentation. All documentation used to support the
44 Final Performance Evaluation shall be given to the teacher following the administrator’s completion

1 of the Final Performance Evaluation.

2 (a) **Acknowledgement:** After discussion of the Final Performance Evaluation, the teacher shall
3 acknowledge the report.

4 (b) **Disagreement:** If an employee disagrees with the Final Performance Evaluation, they may
5 provide written comments which shall, become part of the Board's file copy of their evaluation
6 report.

7
8 (6) **Intensive Assistance Program:** Professional Service Contract and Continuing Contract teachers
9 who receive a total manager's rating or an overall evaluation of "Needs Improvement" or
10 "Unsatisfactory," will be provided assistance the following school year.

11
12 (7) **Reappointment Recommendation:** All probationary and annual contract teachers shall be
13 notified of their reappointment recommendation by the principal/supervisor by May 10.

14
15 (8) **Deadline:** The date for completion of the teacher's Final Performance Evaluation shall be May 10.
16 These evaluations may be performed earlier if notice of dismissal or non-renewal is given.

17
18 (9) **Confidentiality:** Comments relating to the observation or evaluation of a teacher's performance
19 of duties and responsibilities shall be made in private.

20
21 (10) **Compliance:** For the purpose of this evaluation procedure, the Board's evaluation document shall
22 include the assessment criteria in Florida Statutes 1012.34(2).

23 24 8.03 – MENTORING

25
26 (1) **Collegial Coach:** Upon receipt of written notice of unsatisfactory evaluation from the
27 Superintendent during the school year, a teacher may select a collegial coach for the purpose of
28 providing professional support and feedback. The individual designated as the collegial coach shall be
29 decided upon mutual agreement between the principal, teacher and collegial coach. The collegial
30 coach will not participate in the formal evaluation of the teacher. The teacher may request an
31 opportunity to be considered for a transfer to another school upon written request to the
32 Superintendent.

33
34 (2) **New Teachers:** Mentor Teacher assignments shall be voluntary. Employees who serve as
35 Mentor Teachers must complete the Clinical Education Training or its equivalent.

36 (a) **Observation:** When preparing observation report forms, the peer teacher shall be
37 required to document only the time and date of the observation and the competencies or
38 other areas covered during the observation.

39 (b) **Evaluation:** Mentor Teachers shall be evaluated only on their regular classroom
40 performance and not on their peer teaching activities.

41 (c) **Compensation:** Mentor Teacher supplements shall be paid at a prorated amount and on a
42 monthly basis.

43
44 8.04 – **EVALUATION OF ASSOCIATION PRESIDENT:** The student performance measure will be thirty
45 (30) percent of the annual evaluation for the president of the association. The District will use the
46 percentage of teachers in the District who were rated either highly effective or effective in the student
47 performance portion of the evaluations, Value Added Model (VAM), as a measure of contribution to

1 student growth. That percentage is calculated by dividing the number of teachers who received either
2 an “Effective” or “Highly Effective” rating by the total number of teachers in the District, including those
3 with a student performance rating of “Unsatisfactory” and “Developing/Needs Improvement” and
4 multiplying by one hundred (100). Final student performance rating shall be as follows:

5
6 **(1) Highly Effective:** One hundred (100) percent Highly Effective/Effective combined with greater than
7 fifty (50) percent Highly Effective.

8
9 **(2) Effective:** Greater than or equal to sixty (60) percent Highly Effective/Effective combined.

10
11 **(3) Developing/Needs Improvement:** Greater than or equal to fifty (50) percent Highly
12 Effective/Effective combined and less than sixty (60) percent Highly Effective/ Effective combined.

13
14 **(4) Unsatisfactory:** Less than fifty (50) percent Highly Effective/Effective combined.

ARTICLE 9 – DISCIPLINARY PROCEDURES

1 **9.01 – PROCEDURE:** All employee investigations shall be conducted in a fair and objective manner.
2 Materials and information regarding the investigation shall be relevant to the investigation and
3 reasonable in scope. Such material and information shall remain confidential until the conclusion of
4 the investigation and appropriate notice is provided to the employee who is the subject of the
5 investigation.

6
7 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job performance
8 shall be reviewed by the site-based or school-based administrator. During the investigation, the
9 District may temporarily reassign the employee. The employee shall be provided an opportunity to be
10 heard regarding all allegations at a meeting with the site-based or school-based administrator.

11
12 **(2) District-Based Investigation:** Professional Standards may initiate an investigation at the request of
13 the site-based or school-based administrator or Superintendent in response to allegations of
14 employee misconduct or unsatisfactory job performance that may result in suspension without pay
15 or termination of employment. During the investigation, the District may temporarily reassign the
16 employee.

17
18 **(3) Administrative Reassignment or Suspension:** In accordance with Florida Statute 1012.796, if an
19 allegation of misconduct involves the health, safety, or welfare of a student, the District must
20 immediately suspend the employee, with pay, from regularly assigned duties and reassign the
21 employee to a position that does not require direct contact with students. An employee may be
22 suspended with pay or reassigned pending the outcome of an investigation for allegations not
23 involving the health, safety, or welfare of a student. Suspension with pay or reassignment pending the
24 outcome of an investigation shall continue until an outcome has been rendered by the District and
25 shall not be subject to the grievance procedure.

26
27 **(4) Right to Representation:** If an employee has a reasonable belief that discipline or adverse
28 consequences may result from a meeting with management, the employee has the right to request
29 representation of their choice from the following: the employee's attorney, a union representative, or
30 a co-worker that is a member of the bargaining unit. Notice of representation by an attorney or union
31 representative must be provided in writing. Management is not required to inform an employee of
32 their Weingarten rights. It is the employee's responsibility to know their rights and to request
33 representation, if they desire representation.

34
35 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written notice, whenever
36 possible, of a pre-determination hearing. Employees shall have the right to representation and the
37 employee may present relevant information in their defense. Allegations will be reviewed at the pre-
38 determination hearing and the employee will be provided an opportunity to respond. After all
39 information has been considered, a disciplinary outcome will be rendered. The Association shall have
40 the right to attend all District-based pre-determination hearings.

41
42 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when appropriate, and
43 may include, but is not limited to: no cause, conference summary, written reprimand, last chance

1 agreement, suspension, termination, reassignment, retraining, or other assistance.

2
3 **(7) Probationary Period:** A new period of probation shall not be used as a form of disciplinary action
4 for an employee who has previously completed their probationary period.

5
6 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms of technology
7 are common in the workplace and may be used in the course of an investigation. The initial review of
8 security camera footage or other technology for the purpose of monitoring employee performance
9 shall be conducted by the site-based or school-based administrator and shall remain confidential
10 during the pendency of an investigation. All records will be provided to the Association as soon as
11 technologically feasible and in accordance with Florida Statute. If security camera footage is evidence
12 in an investigation of employee misconduct, the Association will have the opportunity to inspect it
13 prior to and/or during a pre-determination hearing. Disciplinary action will be based upon a totality
14 of circumstances rather than solely upon use of technology.

15
16 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a teaching contract
17 or supplemental contract shall be only for just cause, as defined in Florida Statute 1012.33 and
18 1012.335, and Florida Administrative Code 6A-5.056. Employees with Annual Contract status who are
19 recommended for non-reappointment are not entitled to an appeal or the grievance procedure, but
20 may be eligible for a review of their non-reappoint in accordance with Article 5.01.

21
22 **(1) No Finding:** If an investigation results in no finding of just cause, written documentation of no
23 finding will be placed in the investigative file and a copy will be provided to the employee. No finding
24 of just cause is a non-disciplinary outcome and shall not be placed in the employee's personnel file.

25
26 **(2) Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of Guidance may
27 be issued and will be placed in the investigative file and a copy will be provided to the employee. A
28 Letter of Guidance is a non-disciplinary outcome that may be issued to address allegations of potential
29 misconduct that are unsubstantiated but could negatively impact an employee's professional
30 standing. A Letter of Guidance offers advice to the employee on conduct to moderate or monitor in
31 order to ensure the employee meets the high ethical standards of public employment. A Letter of
32 Guidance shall not be placed in the employee's personnel file.

33
34 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting that may result in
35 disciplinary action, including but not limited to an administrator's notes regarding a verbal warning.

36
37 **(4) Conference Summary:** A Conference Summary is site-based or school-based disciplinary
38 documentation. Any Conference Summary shall be provided to the employee and shall be signed by
39 the employee for the sole purpose of indicating that the employee has received a copy and has had
40 an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the
41 Conference Summary will be provided to the employee, indicating that the employee refused to sign.
42 Employees have the opportunity to submit a written response, which will be attached to the
43 Conference Summary.

44
45 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is placed in an
46 employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be

1 signed by the employee for the sole purpose of indicating that the employee has received a copy and
2 has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign,
3 the Written Reprimand will be provided to the employee and a copy will be placed in the employee's
4 personnel file indicating that the employee refused to sign. Employees have the opportunity to submit
5 a written response, which will be placed in the employee's personnel file.
6

7 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and when appropriate
8 a duration will be specified.
9

10 **(7) Suspension:** The process for suspension without pay shall be governed by School Board Policy.
11

12 **(8) Termination:** The process for termination shall be governed by School Board Policy. Employees will
13 receive written notice of a recommendation for termination, which will include the reason for the
14 recommendation. Employees shall be entitled to a hearing before the Board.

ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Effective July 1, 2018 experience credit shall be determined as specified
2 below. Documentation provided to Human Resources within 120 days of the employee's first day of
3 employment will result in experience credit being awarded retroactive to the employee's first day of
4 employment. Failure to provide documentation within 120 days of the employee's first day of
5 employment will result in experience credit being granted from the date of submission of the
6 documentation. No experience credit shall be given for documentation submitted more than two
7 years from the employee's first day of employment.

8 9 **(1) Starting Salary:**

10 **(a) Starting Salary Schedule:** Effective July 1, 2020, the District will adopt a Starting Salary
11 Schedule with a minimum base salary of \$47,300.00 for instructional staff, excluding Special
12 Instructional Staff who will receive a minimum base salary of \$50,500.00. Employees will be
13 eligible to receive a maximum of twenty (20) years of experience credit to count toward
14 starting salary.

15 **(b) Return to Rate of Pay:** Effective July 1, 2016, teachers rehired by the District who have a
16 rehire date within the current contract year and a termination date within one calendar
17 year of their rehire date that receive a rate of pay at the date of their rehire that is lower than
18 their rate of pay at the date of their termination are eligible for a return to their rate of
19 pay at the time of termination. For the purpose of determining eligibility and rate of pay,
20 employees with a termination date on the last scheduled contract day of a school year will be
21 considered as if their termination date was the first day of school for students in the following
22 school year.

23
24 **(2) Instructional Experience:** To be eligible, creditable experience must have been attained after the
25 person held a valid teaching certificate and a four-year degree except if specified otherwise by
26 Florida certification rules.

27 **(a) In-State Experience:** All years' experience in Florida public school districts shall be
28 recognized for salary credit.

29 **(b) Out-of-State Experience:** A maximum of ten (10) years' experience in out-of-state public
30 schools, state colleges and universities, U.S. government schools for dependents, public
31 school in the American Virgin Islands, Guam, American Samoan Islands, and Puerto Rico shall
32 be allowed for salary credit.

33
34 **(3) Special Instructional Experience:** Experience credit shall be granted for each year of related work
35 experience in public or private agencies servicing children and families, not to include private or
36 charter schools. Experience must be comparable to the position for which the employee is hired and
37 must be creditable. Special Instructional work experience credit will not impact starting salary.

38
39 **(4) Military Experience:** Starting salary for JROTC instructors shall be based upon the District's
40 agreement with the military. JROTC instructors who are awarded a vocational certificate will receive
41 six (6) years of experience credit for military service. All other terms and conditions of this agreement
42 shall apply equally to JROTC instructors.

1 **10.02- SALARY SCHEDULES**
2

3 **(1) Grandfathered Salary Schedule:** In accordance with Florida Statute, the District has adopted a
4 Grandfathered Salary Schedule for all instructional staff with Continuing Contract or Professional
5 Services Contract status.
6

7 **(2) Performance Salary Schedule:** In accordance with Florida Statute, the District has adopted a
8 Performance Salary Schedule for all instructional staff with Annual Contract or Probationary
9 Contract status.

10 **(a) Career Ladder:** Effective July 1, 2014, TALC and the District agreed to the implementation
11 of a Career Ladder for the advancement of instructional staff on the Performance Salary
12 Schedule. Elements of the Career Ladder are outlined and posted on the District website
13 and include detailed descriptions of Career Ladder levels and the requirements for
14 movement. All instructional staff hired on or after January 8, 2018 will be placed on the
15 Apprentice level of the Career Ladder.

16 **(b) Career Ladder Movement:** Instructional staff will be classified based upon eligibility for
17 Career Ladder Movement. Instructional staff on the Grandfathered Salary Schedule will not be
18 eligible for Career Ladder Movement. Career Ladder Movement shall occur annually for
19 eligible instructional staff.

20 **(c) Salary Increase:** Instructional staff may be eligible for an increase in base salary based upon
21 Career Ladder Movement from Apprentice to Career or Career to Accomplished. Instructional
22 staff who are eligible for Career Ladder Movement will receive an increase in base salary of
23 \$1,000.00, if they are employed by the District at the time a Memorandum of Understanding
24 authorizing payment is executed each year.
25

26 **(3) Differential Pay**

27 **(a) Instructional Supplements:** Each year eligible teachers shall be paid a salary supplement
28 in accordance with the Instructional Supplemental Salary Schedule. No teacher shall receive
29 more than three (3) supplements, excluding the position of Athletic Trainer. Any request
30 beyond three (3) supplements must be approved by the Superintendent and the TALC
31 President.

32 **(1) Turnaround School Supplement:** A supplement of \$4,000.00 is available for all
33 instructional staff assigned to East Lee County High, Manatee Elementary, Ray V.
34 Pottorf Elementary, Fort Myers Middle Academy, Colonial Elementary, James Stephens
35 International Academy, and Mirror Lakes Elementary for FY20 (2019-2020 school year)
36 and FY21 (2020-2021 school year). A supplement of \$4,000.00 is available for all
37 instructional staff assigned to Franklin Park Elementary, Orange River Elementary, and
38 Sunshine Elementary for FY21 (2020-2021 school year).

39 **(2) Athletics – Post Season Bonus:** The head coach and varsity assistant coaches
40 shall be paid \$100.00 per week for coaching any or all of the defined work week during
41 FHSAA sponsored post-season events. The post season athletic week shall be defined
42 as Monday through Saturday for supplement calculation purposes. The TALC salary
43 supplement shall be signed by the employee, the Principal, and the Athletic/Activities
44 Director. The Athletic/Activities Director shall maintain records to monitor and
45 authorize payment of the post-season supplements.

46 **(3) Changes:** In accordance with Article 5.06(1)(d), the Instructional Supplement Salary
47 Schedule shall be updated and posted on the District website no later than May 15 of

1 each year. Updates to the Instructional Supplement Salary Schedule may be made by
2 execution of a Memorandum of Understanding, provided no fiscal impact or change
3 in total budgeted amount for instructional supplements.
4

5 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the TALC
6 Labor/Management Committee, will develop and implement a system for awarding all incentive and
7 bonus programs that is in compliance with applicable laws. Availability of funding may impact the
8 continuation of incentive and bonus programs.
9

10 **(1) District Incentive and Bonus Programs:**

11 **(a) Certification (Testing):** Effective July 1, 2020, instructional staff who complete a certification
12 test in a critical shortage area and add the subject area to their Florida Educator's Certificate
13 will be eligible for a one-time incentive payment to reimburse the cost of testing.
14 Reimbursement will be for testing fees only and will be distributed on a first-come, first-served
15 basis until funds are no longer available. In accordance with FL DOE requirements,
16 instructional staff must have received a "highly effective" or "effective" rating on their most
17 recent Final Performance Evaluation in order to be eligible for this incentive.

18 **(b) Reading Endorsement:** Effective July 1, 2020, all instructional staff who obtain a reading
19 endorsement shall be eligible for a one-time incentive payment of \$500.00 if they obtain a
20 reading endorsement in the same school year that they are teaching an intensive reading
21 course. To determine eligibility, a review of records will be completed for all instructional staff
22 who obtain a reading endorsement. The review will include examination of roster verification
23 and course identification, aligned with the Florida Course Code Directory. Incentive payments
24 will occur on a first-come, first-served basis until funds are no longer available. Each employee
25 is only eligible to receive this incentive once during the course of their employment with the
26 District. In accordance with FL DOE requirements, instructional staff must have received a
27 "highly effective" or "effective" rating on their most recent Final Performance Evaluation in
28 order to be eligible for this incentive.

29 **(c) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work environment and
30 enhance the quality of life for all District employees. ActiveLee provides engaging health
31 programs, support resources, exercise classes, and wellness coaching to empower District
32 employees to make healthier lifestyle choices. Incentives for District employees will be
33 determined annually by the District.

34 **(d) Recruitment:** Recruitment of employees into critical shortage areas may necessitate the
35 use of recruitment incentives. Incentives for District employees will be determined annually
36 by the District.
37

38 **(2) State Incentive and Bonus Programs**

39 **(a) Qualifying Adoptive Employee:** Funds associated with this program are to be distributed in
40 accordance with Florida Statute 409.1664.

41 **(1) Child With Special Needs:** A qualifying adoptive employee who adopts a child within
42 the Florida child welfare system who has special needs is eligible to receive a lump-
43 sum monetary benefit in the amount of \$10,000.00 per child, subject to applicable
44 taxes.

45 **(2) Child Without Special Needs:** A qualifying adoptive employee who adopts a child
46 within the Florida child welfare system who does not have special needs is eligible to

1 receive a lump-sum monetary benefit in the amount of \$5,000.00 per such child,
2 subject to applicable taxes.

3 **(3) Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive
4 Employee Program beyond the limits of applicable state and federal law.

5 **(b) Dale Hickam Excellent Teaching Program:** Funds associated with this program are to be
6 distributed in accordance with Florida Statute 1012.72.

7 **(1) Legislative Intent:** The Florida Legislature has found that the National Board for
8 Professional Teaching Standards (NBTS) has established high and rigorous standards
9 for teachers and intends to reward teachers who demonstrate excellence by obtaining
10 national board certification.

11 **(2) Disclaimer:** Nothing herein shall be construed to expand the Dale Hickam Excellent
12 Teaching Program beyond the limits of applicable state and federal law.

13 **(c) Florida School Recognition:** Funds associated with this program are to be distributed in
14 accordance with Florida Statute 1008.36

15 **(1) Legislative Intent:** The Florida Legislature has found that there is a need for a
16 performance incentive program for outstanding faculty in highly productive schools.
17 The Legislature finds that performance-based incentives are commonplace in the
18 private sector and should be infused into the public sector as a reward for productivity.

19 **(2) Disclaimer:** Nothing herein shall be construed to expand the Florida School
20 Recognition Program beyond the limits of applicable state and federal law.

21 **(d) Florida Teacher Supply Assistance:** Funds associated with this program are to be distributed
22 in accordance with Florida Statute 1012.71.

23 **(1) Legislative Intent:** Funds are appropriated for classroom teachers to purchase, on
24 behalf of the District, classroom materials and supplies for student assigned to them.
25 Funds may not be used to purchase equipment, but are intended to supplement
26 materials and supplies otherwise available to classroom teachers.

27 **(2) Disclaimer:** Nothing herein shall be construed to expand the Florida Teacher Supply
28 Assistance Program beyond the limits of applicable state and federal law.

29 **(e) International Baccalaureate (IB) Exam:** Funds associated with this program are to be
30 distributed in accordance with Florida Statute 1011.62(1)(l).

31 **(1) Student Performance:** A bonus in the amount of \$50.00 for each student taught by
32 the IB teacher in each IB course who receives a score of 4 or higher on the IB exam.

33 **(2) School Performance:** An additional bonus of \$500.00 to each IB teacher in a school
34 designated with a grade of "D" or "F" who has at least one student scoring 4 or higher
35 on the IB exam, regardless of the number of classes taught or of the number of
36 students scoring a 4 or higher on the IB exam.

37 **(3) Disclaimer:** Nothing herein shall be construed to expand the IB Exam Program
38 beyond the limits of applicable state and federal law.

39 **(f) Advanced International Certificate of Education (AICE) Exam:** Funds associated with this
40 program are to be distributed in accordance with Florida Statute 1011.62(1)(m).

41 **(1) Student Performance:** A bonus in the amount of \$50.00 for each student taught by
42 the AICE teacher in each full-credit AICE course who receives a score of E or higher on
43 the AICE exam.

44 **(2) School Performance:** A bonus in the amount of \$25.00 for each student taught by
45 the AICE teacher in each half-credit AICE course who receives a score of E or higher on
46 the AICE exam. An additional \$500.00 to each AICE teacher in a school designated with

1 a grade of "D" or "F" who has at least one student scoring E or higher on the full-credit
2 AICE exam, regardless of the number of classes taught or of the number of students
3 scoring an E or higher on the full-credit AICE exam.

4 **(3) School Profile:** Additional bonuses of \$250.00 each to teachers of half-credit AICE
5 classes in a school designated with a grade of "D" or "F" which has at least one student
6 scoring an E or higher on the half-credit AICE exam in that class. Teachers receiving an
7 award under (2) are not eligible for this bonus.

8 **(4) Disclaimer:** Nothing herein shall be construed to expand the AICE Exam Program
9 beyond the limits of applicable state and federal law.

10 **(g) College Board Advanced Placement (AP) Exam:** Funds associated with this program are to
11 be distributed in accordance with Florida Statute 1011.62(1)(n).

12 **(1) Student Performance:** A bonus in the amount of \$50.00 for each student taught by
13 the AP teacher in each AP course who receives a score of 3 or higher on the AP exam.

14 **(2) School Performance:** An additional bonus of \$500.00 to each AP teacher in a school
15 designated with a grade of "D" or "F" who has at least one student scoring 3 or higher
16 on the AP exam, regardless of the number of classes taught or of the number of
17 students scoring a 3 or higher on the AP exam.

18 **(3) Disclaimer:** Nothing herein shall be construed to expand the AP Exam Program
19 beyond the limits of applicable state and federal law.

20 **(h) Career and Professional Education Act (CAPE) Industry Certification Exam:** Funds
21 associated with this program are to be distributed in accordance with Florida Statute
22 1011.62(1)(o)(3).

23 **(1) Weight of 0.1:** A bonus of \$25.00 for each student taught by a teacher who provided
24 instruction in a course that led to the attainment of a CAPE industry certification on
25 the CAPE Industry Certification Funding List with a weight of 0.1.

26 **(2) Weight of 0.2:** A bonus of \$50.00 for each student taught by a teacher who provided
27 instruction in a course that led to the attainment of a CAPE industry certification on
28 the CAPE Industry Certification Funding List with a weight of 0.2.

29 **(3) Weight of 0.3:** A bonus of \$75.00 for each student taught by a teacher who provided
30 instruction in a course that led to the attainment of a CAPE industry certification on
31 the CAPE Industry Certification Funding List with a weight of 0.3.

32 **(4) Weight of 0.5 or 1.0:** A bonus of \$100.00 for each student taught by a teacher who
33 provided instruction in a course that led to the attainment of a CAPE industry
34 certification on the CAPE Industry Certification Funding List with a weight of 0.5 or 1.0.

35 **(5) Disclaimer:** Nothing herein shall be construed to expand the CAPE Industry
36 Certification Exam Program beyond the limits of applicable state and federal law.

37
38 **10.04 – NON-STANDARD RATE OF PAY**

39
40 **(1) Extended Work Year:** Teachers who are employed beyond the 196-day work year, including but
41 not limited to summer school, will be paid on the same base rate of pay as received in the school year
42 just completed, exclusive of any supplements paid.

43
44 **(2) Extended Work Day:** Teachers who, during the 196-day work year, are employed for instruction
45 at the District office or a school beyond the defined teacher work day, will be paid according to
46 their current base rate of pay, exclusive of any supplements paid.

1 **(3) Professional Development**

2 **(a) Attending a Required Training:** Teachers who, during the 196-day work year, are required
3 to attend training beyond the defined teacher work day, or are required to attend training
4 beyond the 196-day work year, will be paid according to their current base rate of pay,
5 exclusive of any supplements paid.

6 **(b) Attending a Voluntary Training:** Teacher participation in voluntary workshops or in-service
7 training outside the school year may be paid a Voluntary Training Stipend of \$15.00 per hour
8 of training.

9
10 **(4) Instruction During Missed Planning:** If no substitute is available for an absent teacher another
11 teacher may be assigned to cover the class as follows:

12 **(a) Voluntary Assignment:** Volunteers will be sought and a rotation schedule will be followed.
13 The building principal shall maintain a list of those teachers who voluntarily agree to substitute
14 during the teacher’s planning time. Teachers may only receive additional compensation
15 equal to one period per day.

16 **(b) Use of Planning Time:** Use of planning time will be compensated pro-rated at the regular
17 rate calculated to the minute based on the length of the period covered.

18 **(c) Elementary Teachers**

19 **(1) Additional Time:** At the elementary level, if a teacher covers a class the teacher will
20 be compensated at the regular rate calculated to the minute based on the length of
21 the period covered.

22 **(2) Additional Students:** At the elementary level, if students are added to a class, the
23 teacher will be compensated based on the percentage of the absent teacher’s total
24 class enrollment added to the covering teacher’s class.

25 **(d) Special Instructional Staff:** Special Instructional Staff, including Athletic Trainers, School
26 Counselors, School Social Workers, Speech-Language Pathologists (SLPs), Occupational
27 Therapists (OTs), Physical Therapists (PTs), School Nurses (RNs), School Psychologists,
28 Licensed Mental Health Professionals, and Board-Certified Behavior Analysts (BCBAs) will not
29 be required to provide instructional coverage.

30 **(d) Non-classroom Instructional Staff:** Non-classroom instructional staff, including but not
31 limited to Special Instructional Staff, shall be given one (1) continuous planning/conference
32 time of not less than one instructional period per day to allow them the opportunity to provide
33 instructional coverage.

34
35 **10.05 – PAY DELIVERY**

36
37 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.

38 **(a) Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal
39 to their annual rate divided by twenty-four (24) pay periods. Employees may receive a pro-rate
40 non-standard pay period amount, not to exceed the amount paid for a standard pay period.

41 **(1) Summer Pay Options:** Employees will have the option of requesting: a single
42 “balance of contract” payment option for the summer, or a “pay through summer”
43 payment option.

44 **(b) Summer School:** Employees working summer school shall be paid according to the salary
45 schedule in effect at the beginning of the summer school program and shall be paid consistent
46 with the payment in arrears system for employee payroll.

1 (c) **Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that
2 day falls on a weekend or holiday, then paychecks will be issued on the business day prior to
3 the weekend or holiday.
4

5 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.
6

7 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for
8 paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with
9 the employee. Every effort will be made to resolve paychecks adjustments within the calendar year to
10 ensure accurate reporting of wages for tax purposes.

11 (a) **Leave Reporting:** Leave shall be reported in the same pay period in which an absence
12 occurs. Late submission of leave may result in an adjustment of pay.
13

14 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated in accordance
15 with Florida Statute, Chapter 119.
16

17 **(5) Payment of Supplements:** Supplements will not be paid until ratification of the contract covering
18 the school year during which the supplement is provided, or September 30, whichever is earlier.
19 Supplements may only be split between two employees with each receiving half of the total amount.

20 (a) **Academics/Administrative, Activities/Clubs, and Arts:** Full amount paid over twenty-four
21 (24) pay periods or remaining checks in fiscal year.

22 (b) **Athletics:** Full amount paid in lump sum at the end of the season or evenly spread among
23 paychecks during the season. Employees hired after the first day of the season may receive a
24 single lump sum payment of half of the total amount.

25 (c) **Special Instructional:** Employees will be paid for special instructional supplements
26 beginning on the first paycheck of the fiscal year and will be included in the standard pay
27 period rate.
28

29 **10.06 – CHANGES IN COMPENSATION:** Changes in base salary will be at a fixed rate based upon a
30 standard work year and work day for a full-time employee, i.e. 196 days, 7.6 hours per day, 1.0 FTE,
31 unless otherwise stated. Changes will be applied in the following order:
32

33 **(1) Performance Based Pay:** Performance based salary increases will be available to employees based
34 on classification as “Eligible” or “Ineligible” for Career Ladder Movement. Instructional staff who are
35 employed by the District on the date of ratification of this agreement and who are eligible for the FY20
36 Career Ladder Movement will receive an increase in base salary of \$1,000.00.
37

38 **(2) Teacher Salary Increase Allocation (TSIA):** In order to comply with recently enacted laws related to
39 salaries for “classroom teachers” and other instructional staff, the minimum base salary for all
40 instructional staff will be increased to \$47,300.00. Instructional staff who are employed by the District
41 at the time of ratification will receive an increase to the newly established minimum base salary and
42 all instructional staff will receive, at a minimum, a two (2) percent increase in base salary.
43

44 **(3) Special Instructional Staff:** In order to address retention and recruitment concerns in positions
45 requiring highly specialized knowledge and high-demand professional credentials, Special
46 Instructional Staff who are employed by the District at the time of ratification will receive a salary
47 increase to the newly established minimum base salary for Special Instructional Staff. Special

1 Instructional Staff includes Athletic Trainers, School Counselor, School Social Worker, Speech-
2 Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), School Nurse (RN),
3 School Psychologist, Licensed Mental Health Professional, and Board-Certified Behavior Analyst
4 (BCBA).

5
6 **(4) Market Adjustment:** In order to address inequities in the salary schedules created by changes in
7 Florida Statute and economic conditions over the past 18 years, instructional staff who are employed
8 by the District at the time of ratification will receive a market adjustment based upon creditable years
9 of experience (Years X) on record with the District as of the date of ratification. Eligible employees of
10 comparable classes will receive the same salary increase with no distinction to be made regarding
11 salary schedule.

12 **(a) Increase of \$350.00:** Instructional staff with 10, 15, 16, or 17 creditable years of experience
13 will receive a base salary increase of \$350.00.

14 **(b) Increase of \$600.00:** Instructional staff with 11, 12, or 13 creditable years of experience will
15 receive a base salary increase of \$600.00.

16
17 **(5) Longevity Pay:** In order to acknowledge the dedicated service of District employees, a longevity
18 supplement will be created with payment to be spread equally among paychecks throughout the fiscal
19 year. Non-consecutive years of District service, regardless of bargaining unit at the time of service, will
20 be used to determine eligibility for longevity pay (Years L). Years of service will be updated annually
21 after June 30 and payment will be in accordance with Article 10.05(5).

22 **(a) Ten (10) to Fourteen (14) Years:** An employee with ten (10) to fourteen (14) years will receive
23 a supplement in the amount of \$250.00.

24 **(b) Fifteen (15) to Nineteen (19) Years:** An employee with fifteen (15) to nineteen (19) years will
25 receive a supplement in the amount of \$500.00.

26 **(c) Twenty (20) to Twenty-four (24) Years:** An employee with twenty (20) to twenty-four (24)
27 years will receive a supplement in the amount of \$1,000.00.

28 **(d) Twenty-five (25) to Twenty-nine (29) Years:** An employee with twenty-five (25) to twenty-
29 nine (29) years will receive a supplement in the amount of \$1,500.00.

30 **(e) Thirty (30) or More Years:** An employee with thirty (30) or more years will receive a
31 supplement in the amount of \$2,000.00.

32
33 **(6) Instructional Supplements:** Eligible Special Instructional Staff will receive an increase in pay in
34 accordance with the FY21 Instructional Supplement Salary Schedule, retroactive to July 1, 2020.

ARTICLE 11 – BENEFITS

1 **11.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance through the
2 District’s medical plan and group term life insurance for all eligible employees. Effective April 1, 2016,
3 the Board will provide major medical insurance through a program offered by Aetna Inc. (Aetna).
4

5 **(1) Eligibility:** Employees who are regularly scheduled to work thirty (30) or more hours per work
6 week are eligible for Board provided medical and life insurance coverage as described in this article;
7 except that, employees who were employed with the Board as of January 4, 1996, and who were, at
8 that date, and continue to be, regularly scheduled to work twenty (20) or more hours per work week,
9 shall continue to be eligible for Board provided major medical insurance and group term life
10 insurance as described in this article.
11

12 **11.02 – FLEX CREDITS:** Effective April 1, 2021, the Board shall contribute \$8,104.80 into Flex Credits for
13 each employee who is enrolled in Board-Provided Benefits.
14

15 **(1) Application:** Flex Credits are to be applied by employees toward the purchase of their own major
16 medical insurance, dependent medical insurance, dental insurance, vision insurance, critical illness
17 insurance, accident insurance, and/or cancer insurance.
18

19 **(2) HSA Plan:** For employees who elect a HSA plan, any flex credits in excess of the employee only
20 medical plan premium will be deposited into the employees HSA account with the District’s HSA
21 vendor and will not be applied to dependent medical insurance, dental insurance, vision insurance,
22 critical illness insurance, accident insurance, and/or cancer insurance.
23

24 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed the
25 Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the
26 Flex Credits.
27

28 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its employees an IRS
29 Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex Plan
30 may be purchased pre-tax through payroll deduction or with Flex Credits.
31

32 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the
33 option to waive participation in the Flex Plan within the first thirty (30) days of employment.
34 Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual
35 enrollment period or within sixty (60) days following a qualified family status change. Enrollment in
36 any individual benefit included in the Flex Plan remains binding until the employee changes their
37 benefit election. Such changes may only be made during the Open Enrollment period for the benefit
38 or within thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following a
39 qualified family status change, and must be made on the appropriate enrollment change form.
40 Changes made during the Open Enrollment period will become effective the first day of the new
41 benefit plan year.
42

43 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional medical and/or
44 dependent care Flexible Spending Accounts, which allow those employees to pay for qualified medical

1 and dependent care expenses with pre-tax payroll deductions. Flex Credits may not be directed to
2 Flexible Spending Accounts.

3
4 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance through the
5 District's medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major
6 medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419,
7 and High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month
8 following a forty-five (45) day waiting period from date of employment. The date of employment
9 shall be included as one of the forty-five (45) days.

10
11 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical insurance
12 coverage shall be allowed to decline coverage under the School District's medical plan. Employees
13 shall receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex
14 Credits to spend on voluntary benefits (dental, vision, and/or cancer).

15
16 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of group term
17 life insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00)
18 accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the
19 month following a forty-five (45) day waiting period from date of employment. The date of
20 employment shall be included as one of the forty-five (45) days.

21
22 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available to
23 all eligible employees. Employees who participate in voluntary benefits must do so at their own
24 expense or with available Flex Credits. Voluntary benefits shall be recommended by the Insurance
25 Task Force and approved by the Board.

26
27 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per work
28 week are eligible for the optional group voluntary benefits offered by the Board.

29
30 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount
31 not less than one million dollars (\$1,000,000.00) per occurrence.

32
33 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred out of
34 the fund without the recommendation of the Insurance Task Force.

35
36 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS) and contributes
37 on behalf of all eligible employees.

38
39 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of all eligible
40 employees.

ARTICLE 12 – LEAVE

1 **12.01 – USE OF LEAVE:** The Board and the Association agree that there is no substitute who can
2 replace the regular teacher in meeting the needs of the students served by the District. Therefore, the
3 Board encourages regular attendance and limited use of leave of absence. Leave should be
4 requested only if necessary and under the provisions of law, state board regulations and terms of
5 this Agreement. The Board and the Association believe that there is a direct and positive
6 relationship between attendance and successful performance of job functions.

7
8 **(1) Absence Without Leave:** Any absence from duty without leave constitutes a violation of a
9 teacher’s contract and shall subject the teacher’s contract to cancellation by the Board.

10
11 **(2) Absence Without Pay:** The deduction for each day of absence shall be determined by dividing the
12 base salary plus designated supplements by the total number of hours in the teacher’s contract year
13 to determine the base rate of pay, then multiplying that rate by the number of hours absent.
14 Designated supplements are defined as those supplements that are attached to all positions of a
15 specific title such as school counselors, school psychologists, etc.

16
17 **(3) Notice of Absence:** Any teacher who will be absent from duty for any cause except for leave duly
18 authorized and granted in advance shall report such absence utilizing the District’s electronic absence
19 reporting system as soon as possible prior to their absence. A teacher may be required to notify both
20 the electronic system and a designated supervisor in cases of suspected leave abuse.

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

28
29 **(5) Return from Extended Leave:** A teacher having been granted leave for the school year or for the
30 remaining part thereof, who desires to return to duty the next school year, shall so notify the
31 Superintendent in writing by April 1. Upon the return of the employee on leave, the replacement
32 employee shall be placed in a similar or comparable position with the District.

33
34 **(6) Leave Approval:** All requests for leave shall be submitted on the proper form and shall be subject
35 to approval or disapproval by the Superintendent.

36
37 **(7) Leave Disposition:** All teachers making an application for leave shall be notified in writing of the
38 disposition of such leave on the form provided by the Board. Reasonable effort will be made to ensure
39 notification of the employee regarding the disposition of the leave prior to the date for which leave is
40 requested.

41 **12.02 - TYPES OF LEAVE:**

42
43
44 **(1) Sick Leave:** Any teacher on a full-time basis shall be entitled to four days of sick leave as of the first

1 day of employment during each contract year and thereafter shall accrue one (1) day of sick leave
2 credit for each month of employment. The employee must work one day more than half of the
3 scheduled work days in the month to earn one day of sick leave for the month. Sick leave shall be
4 credited to the teacher at the end of the month and may not be used prior to the time it is earned
5 and credited, provided that no teacher may earn more than one (1) day of sick leave times the number
6 of months of employment during the school year. Such leave shall be cumulative (actual number of
7 hours earned) from year to year without limit to the number of hours that may be accrued. Any leave
8 charged against accrued sick leave shall be with full compensation. As stated above, the teacher
9 receives four (4) sick days at the end of the first day of the contract year, but does not actually earn
10 those four (4) days until they have worked four (4) months of the contract year. Therefore, if
11 termination occurs when the employee has used more sick days than they have earned that contract
12 year, and if they have no sick leave accumulated from prior years, the School Board will withhold the
13 amount of the teacher's daily rate of pay for each sick day used that has not been earned. Also, if an
14 employee who is eligible for terminal sick pay benefits terminates before completion of their
15 contract year, the number of sick leave days for which they receive benefit shall not exceed the
16 number of sick leave days accumulated prior to the beginning of that contract year plus one (1) sick
17 leave day for each month of actual employment in the contract year during which termination occurs.

18 **(a) Claims:** Sick leave claims may be submitted by the teacher for their own personal illness
19 as well as illness or death of father, mother, brother, sister, husband, wife, child or other close
20 relative, or member of their own household.

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

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

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

33 **(e) Conditions for Sick Leave**

34 **(1) Increments:** Sick leave may be claimed for a minimum of one-half (1/2) day. One-
35 half (1/2) day shall be defined as one-half the number of hours defined as the teacher's
36 regular work day.

37 **(2) No Available Sick Leave:** Any teacher who has used all accrued sick leave but who
38 is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for
39 such sick leave shall clearly state that the leave is without compensation.

40 **(3) Abuse of Sick Leave:** In the case where sick leave abuse is suspected, the
41 Superintendent may require a doctor's statement of verification of illness. A
42 verification of claim may be initiated by the principal or supervisor.

43 **(4) Validity:** A false claim for sick leave shall be deemed cause for employee discipline
44 up to and including discharge. Where there is any doubt as to the validity of a sick leave
45 claim, the Superintendent may require the employee to file supporting evidence
46 where personal illness is not involved.

47 **(5) Request for Extended Sick Leave:** An application for sick leave due to an

1 extended illness (not fewer than twenty (20) days) shall have attached to it a
2 statement from a practicing physician certifying that such leave is essential and
3 indicating the probable duration of the illness and needed leave.

4 **(6) Notice to Immediate Supervision:** If leave is granted for an extended illness,
5 teachers must notify their principal or supervisor (in writing) no later than the work day
6 before the last day of the leave of their intent to:

7 **(a) Return:** Return to work

8 **(b) Request:** File a request to extend their leave, or

9 **(c) Resignation:** Resign.

10 **(f) Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick leave credit from other
11 Florida school districts with the restriction that at least one-half (1/2) of the valid accrued
12 leave shall be established in The School District of Lee County, Florida.

13 **(g) Reinstating Accrued Sick Leave:** If a teacher of the Lee County School District interrupts
14 service through termination and subsequently returns to employment in the District
15 without having used their Lee County accrued sick leave credit in another Florida school district,
16 such accrued sick leave credit shall become valid on the first day of contractual service.

17 **(h) Terminal Sick Leave Pay:** If a teacher receives terminal pay benefits based on unused sick
18 leave, all unused sick leave credit shall become invalid.

19
20 **(2) Illness or Injury In-Line-Of-Duty Leave** Any full-time regular employee shall be entitled to illness- or
21 injury-in-line-of-duty leave with pay, less any Workers' Compensation payments, for a period not to
22 exceed ten (10) work days per fiscal year regardless of the number of illnesses or injuries, nor to
23 exceed ten (10) days per any single illness or injury if that illness or injury continues or recurs from
24 one fiscal year to succeeding fiscal years, except as provided in this Agreement, if they have to be
25 absent from work because of personal injury received in the discharge of their duties. Illness-in-
26 line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases such
27 as, but not limited to, mumps, measles and chicken pox. This leave does not include normal adult
28 illnesses such as colds and influenza. This leave is non-accumulative. In addition to the conditions
29 listed below, for both illness- and injury-in-line-of-duty, the Board reserves the right to request a
30 second concurring medical opinion from a physician designated by the Board. Any additional
31 expense incurred as a result of this requirement will be paid by the Board.

32 **(a) Injury-In-Line-Of-Duty Eligibility:** In order to be considered for injury-in-line-of-duty leave,
33 the following conditions must be met:

34 **(1) Written Testimony:** The teacher must provide written testimony, in addition to their
35 testimony, that their injury was received in the line of duty.

36 **(2) Written Claim:** The teacher must file a written claim as outlined below, in
37 addition to the injury report claim.

38 **(3) Medical Provider:** The teacher must utilize the medical provider selected by the
39 employer. The teacher may make a written request to change the medical
40 provider after initial consultation.

41 **(b) Illness-In-Line-Of-Duty Eligibility:** In order to be considered for illness-in-line-of-duty leave,
42 the following conditions must be met:

43 **(1) Medical Documentation:** The teacher must supply a letter from a medical doctor,
44 who treated the patient, stating that in their opinion, there is a strong probability
45 that the illness was contracted at school.

46 **(2) Time Limit:** Any employee who has claim for compensation while absent
47 because of injury or illness incurred as prescribed herein, shall file a claim on the

1 standard form provided by the Board with their principal or other immediate
2 supervisor by the end of the fifth working day following the teacher's return to duty
3 after the leave or illness-in-line-of-duty.
4

5 **(3) Personal Leave:** Any teacher desiring personal leave shall make written application for such leave.
6 The teacher shall not be entitled to compensation while on personal leave except as provided herein.
7 The Board and the Association agree that the purpose of personal leave is to allow the employee
8 to attend to personal business or matters which cannot be attended to outside of the employee's
9 regular workday. Examples of personal business include but are not limited to, legal and judicial
10 proceedings, family weddings or graduation, civic functions, etc. Employees who are found to be in
11 violation of this section through misuse of personal leave may be subject to disciplinary action.

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

15 **(1) Prior to Holiday or Vacation:** Personal leave may not be used on the day
16 immediately prior to or following a holiday or vacation.

17 **(2) First or Last Week of School:** Personal leave may not be used during the first or last
18 week (five school days) of the students' school year.

19 **(b) Personal Leave Charged to Sick Leave**

20 **(1) Five Day Limit:** Up to five (5) days personal leave with pay may be allowed but
21 deducted from accumulated sick leave for each teacher during each fiscal year. Any
22 employee desiring personal leave shall make written application for same on the
23 standard leave form provided by the Board at least five (5) days in advance if
24 feasible and not fewer than 24 hours in advance except in cases of emergency. If the
25 reason for absence is an emergency and prior written request is not possible, the
26 teacher will notify the principal or immediate supervisor as soon as possible prior
27 to the absence.

28 **(2) Conditions:** The use of personal leave charged to sick leave shall be subject to the
29 following conditions:

30 **(a) Non-Cumulative:** Personal leave may not be cumulative.

31 **(b) Disruption:** Personal leave is subject to approval and may not be approved
32 if the Superintendent determines that the granting of this leave will create
33 a disruption of the instructional setting or of the normal work setting.

34 **(c) Increments:** Personal leave charged to sick leave may only be used in
35 increments of a minimum of one-half (1/2) of the teacher's regular work day.

36 **(3) Procedure:** The following procedure will be used if a teacher requests personal
37 leave charged to sick leave:

38 **(a) Reason for Request:** Under no circumstances will teachers be required to
39 provide the supervisor with the reason for the personal leave request.

40 **(b) Disruption:** If the supervisor feels that approval of this request will in any
41 way disrupt the instructional setting or work setting, the teacher will be given
42 two options:

43 **(1) Disapproval:** accept disapproval of the personal leave request, or

44 **(2) Verbal Statement:** provide the supervisor verbally with a reason for
45 the request so that the supervisor may try to accommodate the needs
46 of the teacher if the request, based on the reasons given, is a
47 situation that cannot be controlled by the employee or postponed to

1 another time. (Some examples of this would be: family weddings, court
2 appearances, etc.) The reported reason will not be recorded on the
3 leave request form and will be held in confidence.

4 **(c) Priority:** If a situation arises that necessitates disapproval of requests for
5 personal leave, the principal or supervisor will give consideration to those
6 requests in the order in which they are received as determined by the filing
7 date of the requests.

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

14 **(1) Extended Personal Leave:** Personal leave without pay not to exceed thirty (30) days
15 may be granted at the discretion of the Superintendent. Personal leave in excess
16 of thirty (30) days shall be subject to approval by the Board.

17 **(2) Adoption of a Child:** A teacher adopting a child may request personal leave
18 without pay to become effective at any time during the first year after receiving de
19 facto custody of a child, or prior to receiving such custody if necessary, and only to the
20 extent required, to fulfill the requirements for adoption. The conditions and
21 procedures for adoption leave shall be outlined under the applicable section of
22 maternity leave in this article. Only one adoption leave per household will be
23 granted at any given time.

24 **(3) Paternity Leave:** Teachers may be eligible to apply for paternity leave pursuant to
25 law, subject to the applicable conditions as outlined in the section on maternity leave
26 in this article, except that only one leave of either type will be approved per household
27 at any given time. In addition, paternity leave will only be granted for a period of time
28 following the birth of the child.

29 **(4) Return from Extended Personal Leave:** Employees on approved leave of 30 days
30 or less must notify their principal or supervisor in writing no later than the work day
31 prior to the last day of the extended leave of their intent to:

- 32 **(a) Return:** return to work,
- 33 **(b) Request:** file a request to extend the leave or
- 34 **(c) Resign:** resign

35 **(5) Return from Board Approved Extended Personal Leave:** Employees on Board
36 approved leave without pay of more than 30 days must notify their principal or
37 supervisor in writing no later than twenty (20) work days prior to the last day of the
38 extended leave of their intent to:

- 39 **(a) Return:** return to work,
- 40 **(b) Request:** file a request to extend the leave, or
- 41 **(c) Resign:** resign

42 **(6) Job Restoration:** Upon return from an extended leave, an employee shall be
43 restored to the same or an equivalent position. An equivalent position must be at the
44 same pay, benefits, and working conditions, include the same privileges, prerequisites
45 and status, and involve the same or substantially similar duties and responsibilities.
46 The equivalent position must be located at the same or geographically proximate work
47 site unless the employee's request for transfer has been accepted.

1 **(4) Maternity Leave:** All full-time teachers shall be eligible for maternity leave. The teacher shall submit
2 a written request for maternity leave to the Superintendent. The leave request shall include the date
3 leave is to commence as determined by the teacher in consultation with her licensed provider.
4 Except in the case of an emergency, a request for maternity leave shall be made at least thirty (30)
5 calendar days prior to the date on which the leave is to begin. Maternity leave shall be without pay
6 except that the teacher must file a claim to use accrued sick leave during that period of the leave for
7 which a medical disability exists. The teacher must submit a licensed provider's statement indicating
8 the number of days a medical disability exists. Approval of a claim for maternity leave shall be
9 contingent upon certification of pregnancy by a licensed medical provider. In the event that the leave
10 request does not specify a return date, the teacher shall notify the Superintendent at least twenty
11 (20) working days prior to her intended return date. Such notice shall be given no later than April 1
12 in order for the teacher to be considered for return to duty that school year. The teacher may return
13 to duty on the date requested upon receipt by the Superintendent of certification from a licensed
14 provider stating that she is physically capable of performing her job. In the event that leave is
15 approved by the Board effective on or after the first day of the fourth quarter of a school year, a
16 request for the next fiscal year shall not extend beyond the end of the first semester.

17
18 **(5) Military Leave:** Military leave shall be granted in accordance with applicable state and federal law.
19 Nothing herein shall be construed to expand any military leave privileges other than those provided
20 by applicable state and federal law.

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

26
27 **(7) Witness Leave:** If a teacher is subpoenaed, they may be granted temporary duty leave. In no case
28 shall temporary duty with pay be granted for court attendance when an employee is engaged as a
29 party to the litigation. The teacher may retain any fees received from the court. In the event no fees are
30 received from the court and the teacher is representing the Board as a witness or a defendant, they
31 will be eligible to be paid per diem and travel expenses, where applicable, upon filing an official
32 request for reimbursement.

33
34 **(8) Extended Professional Leave:**

35 **(a) Shortage:** By December 1 each school year, the Superintendent will publish a list of
36 certification areas in which a shortage of employees exist. Priority will be given to employees
37 who apply for study in these areas.

38 **(b) Application:** Applications will be screened by a committee of six (6) members. Three (3)
39 members of the committee will be appointed by the President of TALC and three (3) members
40 will be appointed by the Superintendent.

41 **(c) Approved Plan:** An applicant must agree to pursue a plan approved by the committee which
42 leads to certification in a shortage area identified by the Superintendent unless otherwise
43 approved.

44 **(d) Recommendation:** The applicant must provide a written recommendation from his
45 supervisor.

46 **(e) Eligibility:** The applicant must possess a valid Florida teaching certificate and must have
47 been continuously employed in the District for five (5) years. Military leave, extended illness, or

1 maternity leave shall not be considered an interruption of service.

2 **(f) Application Deadline:** An application for leave shall be submitted to the Superintendent not
3 later than January 15 preceding the school year for which the leave is requested. If the
4 committee requests clarification of an application, the committee will inform the applicant
5 of the time limit for supplying the information.

6 **(g) Disposition:** The Superintendent will give written notice by April 10 of the disposition of each
7 leave request.

8 **(h) Acceptance:** An employee granted a leave shall notify the Superintendent in writing of their
9 acceptance not later than fifteen (15) days after the applicant has received notice of approval
10 for leave.

11 **(i) Compensation:** Employees granted extended professional leave shall receive fifty (50%)
12 percent of their base salary while on said leave.

13 **(j) Return from Extended Professional Leave:** Employees who are granted this leave shall
14 agree in writing to return to employment in the District for three (3) years after returning from
15 said leave.

16 **(k) Failure to Return:** In the event the employee should not return to the District for the three
17 (3) years, they shall reimburse the Board for salary as follows:

18 **(1) Zero Years:** zero (0) years of return service the full amount of the leave pay,

19 **(2) One Year:** one (1) year of return service--two-thirds (2/3) of the amount of the leave
20 pay,

21 **(3) Two Years:** two (2) years of return service--one-third (1/3) of the amount of the
22 leave pay.

23 **(l) Benefits:** During the period of said leave, the employee shall be entitled to all benefits that
24 are provided by contract, policy or law, including retirement, seniority, insurance and sick
25 leave.

26 **(m) Board Discretion:** Approval of extended professional leave is a discretionary decision of the
27 Board and is not subject to the grievance procedure.

28
29 **(9) Temporary Duty Leave:** Upon the approval of the Superintendent, a teacher may be assigned to be
30 temporarily away from their regular duties and/or place of employment for the purpose of performing
31 other educational services, including but not limited to participation in surveys, professional meetings,
32 study courses, workshops, professional organizational meetings, and similar services of direct and
33 long-term benefit to the educational program. Such assignment may be initiated by the principal or
34 other immediate supervisor, the Superintendent or by the individual who desires the temporary duty.
35 Temporary duty, if approved by the Superintendent, shall be with full compensation of salary. Each
36 request for temporary duty shall be filed with the teacher's principal or other immediate supervisor as
37 early as possible but at least one (1) week in advance of the effective date of the temporary duty. In
38 the event that temporary duty leave is denied, the administrator denying the leave shall provide the
39 reasons for the denial in writing to the teacher at the time of denial.

40 **(a) Summer Coursework:** Employees enrolled in a degree-seeking program may be eligible to
41 apply for temporary duty leave of up to a total of five (5) days during pre- or post-school
42 planning as needed to attend summer school classes for completion of the degree.
43 Application for this leave must be submitted at least twenty (20) days prior to the close of the
44 teacher's work year and will be subject to review and approval by the professional leave
45 committee as defined in Article 12.02(8).

46
47 **(10) Family and Medical Leave:** All provisions of this section shall be effective for School Board

1 employees July 1, 1994, and shall be interpreted so as to comply with the requirements, including
2 definitions, of the Family and Medical Leave Act of 1993, and any applicable implementing
3 regulations. No provision in this section shall operate to limit or reduce leaves provided under
4 other contract terms.

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

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

22 **(c) Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work
23 weeks of FMLA leave in a 12-month period, to be measured backwards from the
24 commencement date the employee uses FMLA leave. An eligible employee taking leave under
25 Article 12.02(10)(b) shall be permitted to take up to 26 work weeks of leave in a 12-month
26 period.

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

38 **(e) Maintenance of Group Medical Insurance:** The Board shall maintain an employee's medical
39 insurance coverage during FMLA leave to the same extent coverage was provided to the
40 employee prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the
41 applicable twelve (12) month period and for 26 weeks during the applicable twelve (12)
42 month period if eligible for leave under Article 12.02(10)(b). Medical insurance premiums
43 which had been paid by the employee prior to FMLA leave for any dependent coverage must
44 continue to be paid by the employee during the FMLA leave period. If such payments are not
45 made by the employee, the dependent's insurance coverage will lapse and no benefits will be
46 paid for claims incurred while the policy has lapsed. If the employee is reinstated, and payroll
47 deduction of dependent's premiums resumes, the dependent's insurance will be reinstated

1 with the same coverage as prior to the lapse.

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

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

13 **(h) Failure to Return:** At the start of any FMLA leave, the employee must state whether they
14 intend to return at the end of the leave. If the employee does not intend to return, the
15 employee will be deemed to have resigned voluntarily, and no FMLA benefits will be provided.
16 If the employee states that they intend to return, and then fails to return, for reasons other
17 than 1) the continuation of a serious health condition of the employee or a covered family
18 member or 2) circumstances beyond the employee's control (certification required within 30
19 days of failure to return for either reason), the employee must promptly reimburse the Board
20 for the cost of insurance provided by the Board during the leave. If the employee fails to do
21 so, the Board may take action to recover the premiums paid.

22 **(i) Use of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA
23 leave is taken as a result of a serious health condition. Employees are required to use any
24 paid accrued vacation before any FMLA leave is taken. Any such paid accrued leave taken
25 will be counted toward the allowable twelve (12) weeks of FMLA leave.

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

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

45
46 **12.03 - INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a leave
47 terminates on the first scheduled pay day that the employee does not receive a paycheck, except

1 as otherwise provided by law or this agreement. To continue insurance coverage during the leave
2 period, the employee must remit all premiums due thereafter when permitted.

3
4 **12.04-TERMINAL PAY BENEFITS**

5
6 **(1) Eligibility:** A regular full-time teacher, upon application, after ten years of creditable service in a
7 retirement plan established by the Florida Legislature, shall be entitled to terminal pay at the time of:

8 **(a) Retirement:** normal retirement or early retirement;

9 **(b) Disability:** disability retirement;

10 **(c) Termination:** termination.

11 **(d) Death:** However, if termination is by death of the teacher, the ten (10) years of
12 creditable service in a retirement plan established by the Florida Legislature will not be
13 required and payment will be made to the teacher's beneficiary.

14
15 **(2) Payment:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan
16 established by the Florida Legislature and shall be based on the total number of accrued and valid
17 sick leave days credit to the teacher at the daily rate of pay of the teacher at the time of
18 termination. The amount of terminal pay shall be computed as follows:

19 **(a) One to Three District Years:** during the years of service one through three (1-3) in the
20 District, thirty-five (35) percent of the hours of accumulated sick leave shall be multiplied
21 times the base rate of pay

22 **(b) Four to Six District Years:** during the years of service four through six (4-6) in the District,
23 forty (40) percent of the hours of accumulated sick leave shall be multiplied times the base rate
24 of pay

25 **(c) Seven to Nine District Years:** during the years of service seven through nine (7-9) in the
26 District, forty-five (45) percent of the hours of accumulated sick leave shall be multiplied times
27 the number of days of accumulated sick leave; or

28 **(d) Ten to Twelve District Years:** during the years of service ten through twelve (10-12) in the
29 District, fifty (50) percent of the hours of accumulated sick leave shall be multiplied times the
30 base rate of pay

31 **(e) Thirteen or More District Years:** during and after the thirteenth (13th) year of service in the
32 District, one hundred (100) percent of the hours of accumulated sick leave shall be multiplied
33 times the base rate of pay

34
35 **(3) Qualification:** Any teacher entitled to terminal pay benefits shall have been under contract to
36 render services for the period immediately preceding termination of employment and shall not be
37 under suspension from duty except for reasons pertaining to health, or have any charges pending
38 which could result in dismissal from employment.

39
40 **(4) Special Pay Plan:** Teachers shall participate in the Special Pay Plan upon retirement, participation
41 in the Florida Retirement System DROP program or upon termination from District employment.
42 Teachers who have \$1,000.00 or more of terminal pay for unused accumulated sick leave and/or
43 payments for unused annual leave shall have all eligible funds placed in the Special Pay Plan subject
44 to the specific provisions of the plan.

45 **(a) Mandatory Participation:** Participation in the Special Pay Plan is mandatory for all eligible
46 teachers.

47 **(b) Termination of Plan Participation:** Bargaining Unit Participation in the Plan may be

1 terminated with the approval of the Association and the District.

2 **(c) Drop Participation Holdback:** Teachers enrolled in the DROP program shall be required to
3 retain 30 days of accumulated sick leave that shall not be eligible for the Special Pay Plan until
4 termination in DROP.

5 **(d) Hold Harmless:** Plan participants who separate from employment before the calendar year
6 in which they turn age 55 and who elect to withdraw funds prior to age 59½ are subject
7 to a 10% early withdrawal penalty by the IRS. The District will hold harmless (make whole)
8 teachers who fall within this category if they request all of their funds from the Plan
9 Administrator within 60 days of actual retirement or termination of employment with the
10 District.

11
12 **12.05 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency
13 sick leave days from which contributors may draw after their own accumulated sick leave has been
14 exhausted. Nothing in this section shall be interpreted to change any of the provisions in other
15 sections of this Article except as it provides for additional days of sick leave with pay for members of
16 the SLB. The District has several Sick Leave Banks. If a Sick Leave Bank member changes positions
17 which would require a change to a new Sick Leave Bank, that person shall be treated as a new
18 member and must give up one sick day for membership in the new bank. However, if the member has
19 donated a day within the same fiscal year, that day may be transferred to the new bank.

20
21 **(1) Membership:** Any full-time employee may enroll in the Sick Leave Bank between August 15 and
22 September 30 provided the following three requirements are met:

23 **(a) Employment:** Continuous employment for at least one (1) year.

24 **(b) Accrual:** Accrual of six (6) sick leave days by September 1.

25 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October 15.

26
27 **(2) Application:** Application forms for membership shall be provided to teachers at their school
28 centers during preschool planning days. Sick leave days donated to the bank will not be returned
29 except as hereafter provided.

30
31 **(3) Contribution:** In the event the number of days in the SLB balance falls below thirty percent (30%)
32 of the number of SLB members, each member of the SLB shall be required to contribute one (1) day,
33 from their own accumulated sick leave to the SLB. In the event an SLB member cannot contribute
34 an additional day due to leave exhaustion, and they are not currently drawing from the SLB, the
35 additional day automatically shall be the next accrued sick leave day.

36
37 **(4) Duration:** If membership in the bank and the number of days in the bank should fall below three
38 hundred (300), the bank shall be discontinued and days remaining in the bank shall be distributed
39 as provided elsewhere in this section.

40
41 **(5) Administration:** The SLB will be administered by Human Resources. Forms may be obtained by
42 participating teachers from Human Resources or work site. An Overview Committee consisting of two
43 (2) representatives appointed by the Superintendent and two (2) representatives appointed by the
44 Association shall be formed to review the administration of the bank, investigate alleged abuses,
45 and determine eligibility as set forth in Article 12.05(1). Committee members shall be provided a
46 quarterly report showing the number of SLB members, balance of days, and number of applications
47 for withdrawals.

1 **(6) Benefits:** The SLB shall be used only by the SLB member for their own personal illness or disability
2 and may not be used because of the illness, disability or death of any other person.

3 **(a) Extended Leave:** In the event of a continuing or catastrophic illness of a participating
4 teacher, causing the teacher to be absent from work for an extended period of time, the
5 teacher may receive paid leave as follows:

6 **(1) Use of Leave:** All accumulated sick leave and all other forms of paid leave
7 available to the teacher must first be expended, followed by an unpaid leave of ten
8 (10) continuous work days.

9 **(2) Application:** Application must be made to the SLB, submitting medical certification
10 and justification of the number of days required for the leave.

11 **(3) Maximum:** A maximum of one hundred (100) continuous paid work days may
12 be received by a teacher in a school year or a total of one hundred (100) days for
13 any one illness or disability. Having used one hundred (100) days for any one illness
14 or disability and having returned to work, the teacher shall again become eligible to
15 draw days for the same illness or disability after a three (3) year waiting period
16 which shall begin with the date of returning to work.

17 **(b) Second Extended Leave:** In the event of a continuing or second catastrophic illness of a
18 participating employee which occurs within one calendar year of the date the employee
19 returned to work after utilizing the Sick Leave Bank and the employee is approved for sick leave
20 benefits, the ten (10) days of unpaid leave shall be waived.

21 **(c) Request Denial:** Questions raised by Human Resources concerning the eligibility of an
22 employee to receive benefits will be reviewed by the Overview Committee which will make
23 the final determination as to eligibility for benefits. In cases denied, the Overview Committee
24 shall provide, in writing, reason(s) for such denial. The applicant may appeal their request to
25 the committee for reconsideration within ten (10) days from receipt of denial. The Overview
26 Committee's determination is not subject to the grievance procedure and arbitration.

27
28 **(7) Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a finding of
29 such abuse, the teacher shall be required to repay all of the sick leave credits drawn from the SLB
30 and shall be subject to such other disciplinary action as determined by the School Board to be
31 appropriate.

32
33 **(8) Discontinuance:** If it should become necessary to discontinue the SLB, unused sick leave in the
34 bank will be distributed in the following manner:

35 **(a) Exceeding the Number of Members:** If the number of unused sick leave days in the bank
36 exceeds the number of members in the bank, each member will receive one (1) of the unused
37 days to be credited to their personal accumulated sick leave account. Those days exceeding
38 the number of members in the bank will be dispensed of at the sole discretion of the Board
39 whose decision will be final and not subject to the grievance procedure and arbitration.

40 **(b) Equal to the Number of Members:** If the number of unused sick leave days in the bank
41 is equal to the number of members in the bank, each member will receive one (1) of the
42 unused days to be credited to their personal accumulated sick leave account.

43 **(c) More than Half the Number of Members:** If the number of unused sick leave days in the bank
44 is more than one-half (1/2) but less than or equal to the number of members in the bank, each
45 member will receive one-half (1/2) of one of the unused days to be credited to their personal
46 accumulated sick leave account. Those days exceeding one-half (1/2) of the number of
47 members in the bank will be dispensed of at the sole discretion of the Board whose decision

1 will be final and not subject to the grievance procedure and arbitration.

2 **(d) Half the Number of Members:** If the number of unused sick leave days in the bank is equal
3 to one-half (1/2) of the number of members in the bank, each member will receive one-half
4 (1/2) of one of the unused days to be credited to their personal sick leave account.

5 **(e) Less than Half the Number of Members:** If the number of unused sick leave days in the
6 bank is less than one-half (1/2) of the number of members in the bank, all of the days will be
7 disposed of at the sole discretion of the Board whose decision will not be subject to the
8 grievance procedure and arbitration.

9
10 **(9) Hold Harmless:** The Association, its officers, agents, and members of the bargaining unit will hold
11 the Board, its officers and agents harmless for the cost and results of any action which may be
12 brought by any of its members, group or groups of members, members of the bargaining unit, or
13 agencies of law, with respect to the establishment, administration or expenditure of the assets of the
14 SLB.

15
16 **(10) Closing of Sick Leave Bank:** Effective April 1, 2019, the SLB will close. The TALC Labor/Management
17 Committee will bring a recommendation about the future of the SLB to the bargaining teams for
18 consideration in FY20 (2019-2020 school year).

19
20 **12.06 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued, earned sick
21 leave to their spouse (person to whom the donor employee is legally married at the time of donation),
22 child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or
23 sibling (brother or sister of the donor employee, but not step-sister or step-brother) who is also a
24 regular part-time or full-time district employee (not a temporary employee or substitute).

25
26 **(1) Transfer:** The transfer of sick leave is subject to the following limitations and conditions:

27 **(a) Administration:** The transfer of sick leave will be administered by the Payroll Department.
28 Employees wishing to donate sick leave shall request the transfer in writing to the Payroll
29 Department. The letter of request must include the total hours requested for transfer, name,
30 and social security number of the intended recipient, the work location of the intended
31 recipient, the relationship of the intended recipient to the employee donating the sick leave,
32 and the social security number and work location of the employee writing the letter of request
33 for transfer of sick leave hours.

34 **(b) Request:** The signed, completed letter requesting the transfer must be received in the
35 Payroll Department prior to the current pay period processing cut-off date in order to be
36 reflected on the recipients' current payroll record.

37 **(c) Donor Eligibility:** The recipient must be employed in a position eligible to accrue leave time.

38 **(d) Donation Purpose:** The donated sick leave must be used for illness only and must be
39 supported by medical verification from a physician upon request.

40 **(e) Recipient Eligibility:** The recipient may not use donated sick leave until all of their
41 accumulated sick and vacation leave is depleted.

42 **(f) Notice of Ineligibility:** If the total hours identified on the letter of request from the donor
43 is not eligible for transfer, or if the recipient identified in the letter is not eligible to receive the
44 requested transfer of sick leave hours, the letter will be returned by the Payroll Department to
45 the employee with an explanation included on, or attached to, the letter of request.

46 **(g) Ineligible Hours:** Unearned, advanced sick leave hours are not eligible for transfer.

47 **(h) Recipient Accrual:** The recipient will not accrue leave while using the sick leave donated

1 by the spouse, child, parent, or sibling.
2 **(i) Record of Denial:** The Payroll Department will retain on file, a copy of the returned letters
3 including the explanation denying the requested transfer.
4 **(j) Maximum:** The maximum number of shared sick leave hours to be transferred at one time
5 will be calculated as follows: 20 days X number of recipient work hours per day.
6 **(k) Unused Donation:** Any unused donated sick leave shall revert to the donor employee upon
7 the recipient employee's return to work or termination of employment.
8 **(l) Donor Retirement/Termination:** If a donor employee retires or terminates, any unused
9 shared sick leave of the recipient will revert back to the donor employee as of the last date of
10 employment.
11 **(m) Exemption:** Donated sick leave cannot be used by the recipient for the purpose of
12 terminal pay.
13
14 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold the
15 Board, its officers, employees and agents harmless from any and all claims which may be brought
16 by any of its members of the unit or authorized litigant with the establishment or administration
17 of the shared sick leave policy.
18
19 **12.07 - REWRITE:** The TALC Labor/Management Committee will bring a recommendation to the
20 bargaining teams for consideration in FY22 (2021-2022 school year) that includes a clear and concise
21 re-write of Article 12 (Leave).

ARTICLE 13 – PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing instructional staff with opportunities to participate in the decision-
2 making process has a positive impact on employee retention, especially whenever there is a potential
3 impact to the work being done in the classroom, school, or department. The interest-based process
4 and good faith efforts to maintain a collaborative relationship through bargaining related committees
5 reduces the likelihood of labor disputes allowing all staff the ability to focus on student achievement.
6

7 **(1) Bargaining Related Committees:** Bargaining related committees are made up of both District and
8 TALC appointed members and each committee is assigned specific duties. Committees are assigned
9 to review contract language to identify potential issues, in order to present recommendations to the
10 bargaining teams or the TALC Labor/Management Committee. Bargaining related committee
11 meetings are regularly scheduled and records of meetings should be kept.
12

13 **(2) Leave:** Employees participating as members of Bargaining Related Committees or School
14 Advisory Councils may, at the discretion of the supervisor, be eligible for Temporary Duty as
15 described in Article 12.09 to attend meetings when held away from the employee's work site.
16

17 **13.02 - TALC LABOR/MANAGEMENT COMMITTEE:** The TALC Labor/Management Committee is a
18 standing committee that meets on a regularly scheduled basis. The TALC Labor/Management
19 Committee shall be made up of four (4) members, two (2) from management and (2) from labor.
20 Subject Matter Experts may be invited to participate in TALC Labor/Management Committee
21 meetings. The TALC Labor/Management Committee is responsible for day to day contract
22 administration, including oversight of bargaining related committees and subcommittees, ensuring
23 the successful implementation of negotiated contract language, and executing memorandums of
24 understanding (MOUs).
25

26 **(1) District and Site-Based Committees:** The creation or elimination of bargaining related committees
27 may be done with the approval of the TALC Labor/Management Committee or the bargaining teams.
28 The TALC Labor/Management Committee shall assist in scheduling bargaining related committee
29 meetings and shall make every reasonable effort to avoid scheduling meetings during student contact
30 time, while recognizing the need in some instances to meet during the regularly scheduled work day.
31 The TALC Labor/Management Committee is responsible for the appointment of members to all
32 District-Based Committees, with each side having the final say in the appointment of members to
33 represent their interests. The TALC Labor/Management Committee shall review the parameters for
34 site-based participatory decision making.
35

36 **13.03 – DISTRICT-BASED COMMITTEES:**

37
38 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets on a regularly
39 scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from
40 management, including the chairperson, and eight (8) from labor, with equal representation for each
41 association representing an affected bargaining unit. The Insurance Task Force shall review existing
42 insurance programs and workers' compensation issues. The Insurance Task Force will explore
43 alternatives, improvements, changes, and specifications to the existing insurance programs. In order
44 to be implemented, any committee recommendations that alter articles of this agreement or any of
45 the medical plan benefit description documents shall be incorporated by reference in the agreement

1 after they have been ratified by both the Board and the Association.

2 **(a) Timelines:** The parties agree to use the Interest Based process if requested by a super
3 majority of TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives, or
4 District representatives. If using the Interest Based process, the parties will develop a decision-
5 making timeline by mutual agreement of the parties which allows ample opportunity to
6 discuss the issues of concern. In the event that a deadline for decision making lapses, the
7 parties will revert to using majority vote to honor the deadlines in the agreed upon decision-
8 making timeline.

9
10 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a standing committee
11 that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up
12 of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from
13 labor, with equal representation for each association representing an affected bargaining unit. The
14 District Safety/Security Committee shall review district safety plans and unresolved site safety/security
15 issues. Any committee recommendations shall be sent to the Superintendent’s designee and the TALC
16 Labor/Management Committee by the chairperson.

17
18 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a standing committee
19 that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of
20 twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12)
21 from labor, with equal representation for each association representing an affected bargaining unit.
22 The Instructional Calendar Committee shall review the instructional calendar for the upcoming school
23 year. If necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee
24 or the TALC Labor/Management Committee. Any committee recommendations that alter the articles
25 of this agreement shall be incorporated by reference in the agreement after they have been ratified
26 by both the Board and the Association.

27
28 **(4) Instructional Supplement Committee:** The Instructional Supplement Committee is a standing
29 committee that meets on a regularly scheduled basis. The Instructional Supplement Committee shall
30 be made up of twelve (12) members, six (6) from management, including the chairperson, and six (6)
31 from labor. The Instructional Supplement Committee shall review existing instructional supplements
32 to address concerns regarding instructional supplements. Any committee recommendations shall be
33 sent to the bargaining teams or the TALC Labor/Management Committee.

34
35 **(5) Turnaround School Committee:** The Turnaround School Committee is a standing committee that
36 meets on a regularly scheduled basis. The Turnaround School Committee shall evaluate and develop
37 options to assist in improving working conditions at schools receiving the Turnaround School
38 supplement.

39
40 **(6) District Student Discipline Committee:** The District Student Discipline Committee is a standing
41 committee that meets on a regularly scheduled basis. The District Student Committee shall be made
42 up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from
43 labor, with equal representation for each association representing an affected bargaining unit. The
44 District Student Discipline Committee shall review the Student Code of Conduct. Any committee
45 recommendations shall be sent to the Superintendent’s designee and the TALC Labor/Management
46 Committee by the chairperson.

1 **13.04 – SITE-BASED COMMITTEES:** Instructional staff that serve on school-based committees
2 represent the interests of individual worksites, therefore committee members will be elected
3 by the instructional staff assigned to that worksite. Committee members will be elected by secret
4 ballot election, to be counted by the Association’s lead representative for the site and a site-based
5 administrator. The Association’s lead representative or their designee shall be included on all school-
6 based committees.

7
8 **(1) Instructional Leadership Committee:** The Instructional Leadership Committee is a standing
9 committee that meets on a regularly scheduled basis. The Instructional Leadership Committee shall
10 be made up of no less than four (4) members, two (2) school-based administrators and two (2)
11 members of the instructional staff. The Instructional Leadership Committee shall discuss potential
12 labor issues without violating individual employee’s right to confidentiality in employment matters.
13 School-administrators or school-based union representatives may refer issues from these meetings
14 to the TALC Labor/Management Committee for consideration.

15
16 **(2) School Calendar Committee:** The School Calendar Committee is a standing committee that meets
17 on a regularly scheduled basis. The School Calendar Committee shall be made up of no less than four
18 (4) members, two (2) school-based administrators and two (2) members of the instructional staff. Prior
19 to the beginning of each semester, the School Calendar Committee will develop a school calendar that
20 includes anticipated dates and times for faculty meetings and school-related events. School calendars
21 should indicate whether instructional staff attendance is mandatory or voluntary. The School
22 Calendar Committee should also be involved in planning the schedule for the pre-school week, which
23 is subject to the approval of administration.

24
25 **(3) School or Site-Based Safety/Security Committee:** The School Safety/Security Committee is a
26 standing committee that meets on a regularly scheduled basis. The School Safety/Security Committee
27 shall be made up of no less than four (4) members, two (2) school-based administrators and two (2)
28 members of the instructional staff. Committee members may make a written request for an
29 emergency meeting of the School Safety/Security Committee. Written requests for an emergency
30 meeting should specify the reason for the request and should include the Safety & Security
31 Department. Requests must be responded to within five (5) days.

32
33 **13.05 – WAIVER OF CONTRACT LANGUAGE**

34
35 **(1) Request:** The Instructional Leadership Committee at any site may request a waiver of contract
36 language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7
37 (Work Schedule). All other articles shall not be altered, modified, or deviated from without the express
38 written consent of TALC and the District. Any alternation, modification, or deviation shall be
39 memorialized in a Memorandum of Understanding. Requests for a waiver of contract language shall
40 be made to the TALC Labor/Management Committee.

41
42 **(2) Process:** Requests for a waiver of contract language require that administration at the site allow all
43 instructional staff the opportunity to review the request, discuss the request, and vote by secret ballot.
44 Administration and an Association representative shall count the ballots together and at least 80% of
45 the instructional staff assigned to the site must vote in favor of submitting the request for review by
46 the TALC Labor/Management Committee. Approval of the request may be subject to Board approval.

ARTICLE 14 – DURATION AND ACCEPTANCE

1 **14.01 – EFFECTIVE:** This Agreement shall be effective upon ratification by the bargaining unit and the
2 Board.

3
4 **14.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted in this Agreement,
5 each had the unlimited right and opportunity to make demands and proposals with respect to any
6 subject or matter not removed by law from the area of collective bargaining. The parties
7 acknowledge that the understandings and agreements arrived at, after exercise of that right and
8 opportunity, are set forth and solely embodied in this Agreement. The parties agree, therefore, that
9 they shall not be obligated to negotiate or bargain collectively with respect to any subject or matter
10 whether referred to herein or not except as otherwise specifically required in this Agreement,
11 even though such objects or matters may not have been within the knowledge or contemplation of
12 either or both of the parties at the time they negotiated or signed this Agreement.

13
14 **14.03 – DURATION:** The duration of this agreement is three (3) years: FY21 (2020-2021 school year),
15 FY22 (2021-2022 school year), and FY23 (2022-2023 school year).

16
17 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than March 1, 2021
18 and March 1, 2022.

19
20 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor agreement no
21 later than June 30, 2023.

22
23 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding necessary to account
24 for the fiscal impact of this agreement, the parties agree to an emergency re-opener to negotiate
25 impact. Articles will be reopened, as appropriate, so that the impact of any windfall or shortfall in
26 District funding may be negotiated and appropriate increases or decreases may be discussed. The
27 parties agree to commence negotiations upon written request of either party to re-open due to a
28 windfall or shortfall.

29
30 **14.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered, changed, added
31 to, deleted from, or modified only through the voluntary mutual consent of the Parties in a written
32 and signed amendment executed according to the provisions of this Agreement.

33
34 **14.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of competent
35 jurisdiction or as a result of a change in state or federal law, the parties shall meet as soon as practicable
36 to modify the article to the extent necessary to bring it into legal compliance. The remaining articles
37 shall remain in full force and effect for the duration of this Agreement.

38
39 **14.06 - EXPIRATION** This Agreement, together with all the terms, conditions and effects thereof, shall
40 expire on June 30, 2023, and in no event shall any other articles of this Agreement contravene the
41 expiration of this Agreement.

FY21 (2020-2021 school year), FY22 (2021-2022 school year), and FY23 (2022-2023 school year) TALC Collective Bargaining Agreement

This Agreement between the School District of Lee County and the Teacher's Association of Lee County is signed this 26th day of January, 2021.

The Teacher's Association of Lee County

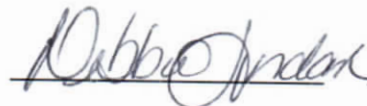
 1/26/21

Kevin Daly
President, The Teacher's Association of Lee County

 1/26/21

Kerr Fazzone, Ph. D.
Chief Negotiator

The School District of Lee County

 1/26/21

Debbie Jordan
School Board Chair

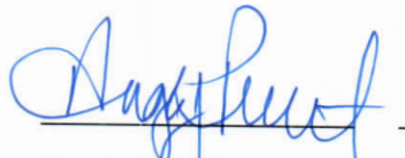
Date
APPROVED

JAN 26 2021
SCHOOL BOARD OF
LEE COUNTY

 1/27/21

Gregory K. Adkins, Ed. D.
Superintendent

Date

 1/26/21

Angela J. Pruitt, Ph. D.
Chief Negotiator

Date

Island Coast-FEA

Affiliated with the **Florida Education Association**

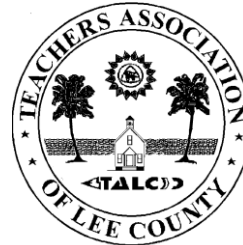
6830 International Center Blvd.

Fort Myers, FL 33912

(239) 275-8252 office (239) 275-7829 fax



SPALC



TALC

School or Work Site		
Social Security Number		
XXX	XX	
District Identification # (DID)		

First Name	M.I.	Last
Address	City & State	Zip
Home Phone	Cell	Personal Email
Work Email:		
<i>@leeschools.net</i>		

<i>Position</i>	<i>Date of birth</i>	<i>Gender (circle)</i>	<i>Ethnicity</i>
	/ /	<i>Male / Female</i>	



Payroll Deduction. I hereby agree to pay, and authorize my employer to deduct, the dues assessments described above and as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days written notice to the School Board and Association notifying them of such revocation as provided by law.

Member's Signature

Date

Local Assoc. Representative

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM

Grievant(s): _____

EE ID #: _____

School/Department: _____

LOC #: _____

Job Title/Position: _____

JDE #: _____

Bargaining Unit: SPALC or TALC

Action: ____/____/____

Supervisor: _____

Filed: ____/____/____

Representative: _____

Hearing: ____/____/____

Level: Informal Formal (Level I) Formal (Level II) Formal (Level III)

Statement of Fact(s):

CBA Article(s) Grievated:

Impact Statement:

Relief Sought:

Disposition:

Immediate Supervisor or Superintendent's Designee

_____/_____/_____
Date of Response

CC: Immediate Supervisor
Superintendent
Legal Services
Grievance File

INSTRUCTIONAL AND SPECIAL INSTRUCTIONAL POSITIONS

Position	JDE	Work Year	Last Action
CLASSROOM			
Teacher, Classroom	T-1.04	196, 201, 206, 216, 226, 255	01/26/2021
Teacher, Exceptional Student Education (Separate Classroom/Self-Contained)	T-1.03	196	01/26/2021
Teacher, Learning and Leadership	T-1.16	226	01/26/2021
Teacher, Peer Collaborative	T-1.17	196	01/26/2021
Teacher, Professional Development Resource	T-1.02	196	01/26/2021
Teacher, Transformation	T-1.18	196	01/26/2021
Teacher, Virtual Education	T-1.12	196	01/26/2021
Teacher on Assignment (District)	T-1.09	196, 201, 206, 216, 226, 255	01/26/2021
NON-CLASSROOM			
Advisor, Financial Aid	A-7.01	255	01/26/2021
Coach, Diversity and Inclusion	C-30.06	226	01/26/2021
Coach, Literacy	C-30.02	196	01/26/2021
Coach, Literacy (District)	C-30.04	196, 206	01/26/2021
Coach, Mathematics	C-30.01	196	01/26/2021
Coach, Mathematics (District)	C-30.05	206	01/26/2021
Coach, Science	C-30.03	196	01/26/2021
Dean, Student Discipline	D-1.11	196	01/26/2021
Instructor, Healthy Fit Lab	P-18.01	196	01/26/2021
Instructor, Healthy Living Lab	M-1.38	196	01/26/2021
Specialist, Behavior	S-11.56	196	01/26/2021
Specialist, Career	S-11.04	196, 255	01/26/2021
Specialist, Coaching (District)	S-11.69	196	01/26/2021
Specialist, Content (District)	S-11.77	226	01/26/2021
Specialist, Education (Primary)	S-11.07	196	01/26/2021
Specialist, English for Speakers of Other Languages	S-11.05	196	01/26/2021
Specialist, Exceptional Student Education (Child Find)	S-11.46	196, 216	01/26/2021
Specialist, Exceptional Student Education (Florida Inclusion Network)	S-11.72	196	01/26/2021
Specialist, Exceptional Student Education (Parent Services)	S-11.48	196, 216	01/26/2021
Specialist, Exceptional Student Education (Professional Development)	S-11.47	196, 216	01/26/2021
Specialist, Exceptional Student Education (Staffing)	S-11.38	196	01/26/2021
Specialist, Learning Resource	S-11.65	196	01/26/2021
Specialist, Media	S-11.02	196	01/26/2021
Specialist, Prevention (Teacher on Assignment)	S-11.67	196, 201	01/26/2021
Specialist, Program (Title I)	P-12.10	196	01/26/2021
Specialist, Reading	S-11.19	196	01/26/2021
Specialist, Student Enrollment (Program Placement)	S-11.75	196, 255	01/26/2021
Specialist, Support (District Intervention)	S-11.33	196	01/26/2021

Specialist, Support (School Intervention)	S-11.70	196	01/26/2021
Specialist, Technology	S-11.49	201, 226	01/26/2021
Specialist, Translator (ESOL)	S-11.51	196	01/26/2021
SPECIAL INSTRUCTIONAL			
Athletic Trainer	T-16.03	196	01/26/2021
Board-Certified Behavior Analyst	A-13.09	196	01/26/2021
Licensed Mental Health Professional (District)	L-1.01	201	01/26/2021
Occupational Therapist	T-16.05	196	01/26/2021
Physical Therapist	T-16.06	196	01/26/2021
School Counselor	C-51.01	196, 201, 206, 226	01/26/2021
School Nurse	N-1.01	196	01/26/2021
School Psychologist	P-16.03	196, 206, 216, 226	01/26/2021
School Social Worker	S-8.03	196, 206, 216	01/26/2021
School Social Worker (District Lead)	S-8.02	216	03/10/2020
Speech-Language Pathologist	S-11.58	196	01/26/2021

INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE

Supplement amounts are calculated by multiplying the index by the minimum base salary. The minimum base salary is \$40,500.00 for FY20 (2019-2020 school year) and \$47,300 for FY21 (2020-2021 school year).

All schools will receive exactly one supplement for each position unless indicated otherwise.

ASSESSMENT	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
Testing Coordinator (1)					
Includes Hospital Homebound					
1 - 500 Students	Yes	S-35.57	2.57%	\$1,215.00	\$1,215.00
501 - 1,000 Students	Yes	S-35.57	3.00%	\$1,417.50	\$1,417.50
1,001 - 1,500 Students	Yes	S-35.57	3.42%	\$1,620.00	\$1,620.00
1501+ Students	Yes	S-35.57	4.71%	\$2,227.50	\$2,227.50
Assistant Testing Coordinator					
501-1000 Students = 1 Assistant 1001-1500 Students = 2 Assistants 1501 Students = 3 Assistants	Yes	S-35.67	2.14%	\$1,012.50	\$1,012.50
COMMUNICATIONS	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
Communications Contact Person	Yes	S-35.62	0.86%	\$405.00	\$405.00
CURRICULUM	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
Agriculture Teacher	No	-	2.74%	\$1,296.00	\$1,296.00
Department of Juvenile Justice (All Locations)	No	-	1.42%	\$672.30	\$672.30
Specialist, Technology (Elementary)	No	S-11.49	1.88%	\$891.00	\$891.00
DISTRICT WIDE - SECONDARY					
District Subject Area Specialist					
English/Language Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Reading	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Social Science	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Mathematics	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Health & Physical Education	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
World Languages	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Science	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Visual Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Performing Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
DISTRICT WIDE - ELEMENTARY					
District Subject Area Specialist					
English/Language Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Reading	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Social Science	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Mathematics	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Health & Physical Education	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00

World Languages	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Science	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Visual Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
Performing Arts	Yes	S-35.32	5.14%	\$2,430.00	\$2,430.00
ACADEMIC ENRICHMENT					
	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
DISTRICT WIDE					
District Elementary Science Expo	Yes	S-35.09	3.00%	\$1,417.50	\$1,417.50
District Inventors Fair Director	Yes	S-35.10	3.00%	\$1,417.50	\$1,417.50
District Science Fair Director	Yes	S-35.31	3.00%	\$1,417.50	\$1,417.50
Environmental Education (EE) Field Event Instructor	Yes	S-35.60	2.23%	\$1,053.00	\$1,053.00
Faculty Environmental Education (EE) Coordinator (1)					
1-20 full-time instructional units per	Yes	S-35.37	0.86%	\$405.00	\$405.00
21+ full time instructional units per	Yes	S-35.37	1.28%	\$607.50	\$607.50
HIGH SCHOOL					
Academic Competition Coach					
Mathematics	Yes	S-35.01	1.71%	\$810.00	\$810.00
Science	Yes	S-35.01	1.71%	\$810.00	\$810.00
Social Science	Yes	S-35.01	1.71%	\$810.00	\$810.00
Language Arts	Yes	S-35.01	1.71%	\$810.00	\$810.00
World Languages	Yes	S-35.01	1.71%	\$810.00	\$810.00
Reading	Yes	S-35.01	1.71%	\$810.00	\$810.00
Non-Departmental	Yes	S-35.01	1.71%	\$810.00	\$810.00
Assistant Academic Competition Coach	Yes	S-35.01	0.86%	\$405.00	\$405.00
School-Based History Fair Director (1)	Yes	S-35.78	1.71%	-	\$810.00
School-Based Inventors Fair Director (1)	Yes	S-35.79	1.71%	-	\$810.00
School-Based Mock Trial Sponsor	Yes	S-35.80	1.71%	-	\$810.00
School-Based Science Fair Director (1)	Yes	S-35.51	1.28%	\$607.50	\$607.50
MIDDLE SCHOOL					
Academic Competition Coach					
Mathematics	Yes	S-35.01	1.71%	\$810.00	\$810.00
Science	Yes	S-35.01	1.71%	\$810.00	\$810.00
Social Science	Yes	S-35.01	1.71%	\$810.00	\$810.00
Language Arts	Yes	S-35.01	1.71%	\$810.00	\$810.00
World Languages	Yes	S-35.01	1.71%	\$810.00	\$810.00
Reading	Yes	S-35.01	1.71%	\$810.00	\$810.00
Non-Departmental	Yes	S-35.01	1.71%	\$810.00	\$810.00
School-Based History Fair Director (1)	Yes	S-35.78	1.71%	-	\$810.00
School-Based Inventors Fair Director (1)	Yes	S-35.79	1.71%	-	\$810.00

School-Based Science Fair Director (1)	Yes	S-35.51	1.28%	\$607.50	\$607.50
ELEMENTARY SCHOOL					
Academic Competition Coach (4)	Yes	S-35.01	1.28%	\$607.50	\$607.50
School-Based Inventors Fair Director (1)	Yes	S-35.79	1.71%	-	\$810.00
School-Based Science Fair Director (1)	Yes	S-35.51	0.86%	\$405.00	\$405.00
LEADERSHIP	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
ALL LEVELS					
Administrative Designee	Yes	S-35.03	0.86%	\$405.00	\$405.00
School Improvement Plan (SIP) Coordinator (if elected)	Yes	S-35.50	1.28%	\$607.50	\$607.50
Teacher-on-Special-Assignment	No	-	2.83%	\$1,336.50	\$1,336.50
Team Leader - ESE					
East Zone	Yes	S-35.24	3.00%	-	\$1,417.50
South Zone	Yes	S-35.24	3.00%	-	\$1,417.50
West Zone	Yes	S-35.24	3.00%	-	\$1,417.50
Team Leader - School Psychologists					
East Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
South Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
West Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
Team Leader - School Social Workers					
East Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
South Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
West Zone	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
HIGH SCHOOL					
Department Chairperson					
Based on number of full-time instructional staff members per department. Five sections are equal to one full-time instructional staff member.					
1-3 full-time staff members	Yes	S-35.24	1.71%	\$810.00	\$810.00
4-6 full-time staff members	Yes	S-35.24	2.14%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	S-35.24	2.57%	\$1,215.00	\$1,215.00
10+ full-time staff members	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
MIDDLE SCHOOL					
Department Chairperson					
Based on number of full-time instructional staff members per department. Five sections are equal to one full-time instructional staff member.					
1-3 full-time staff members	Yes	S-35.24	1.71%	\$810.00	\$810.00
4-6 full-time staff members	Yes	S-35.24	2.14%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	S-35.24	2.57%	\$1,215.00	\$1,215.00
10+ full-time staff members	Yes	S-35.24	3.00%	\$1,417.50	\$1,417.50
Team Leader					
1-3 full-time staff members	Yes	S-35.56	1.71%	\$810.00	\$810.00
4-6 full-time staff members	Yes	S-35.56	2.14%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	S-35.56	2.57%	\$1,215.00	\$1,215.00

10+ full-time staff members	Yes	S-35.56	3.00%	\$1,417.50	\$1,417.50
ELEMENTARY SCHOOL					
Grade-Level Chairperson: Based on number of full-time instructional staff members per grade level. <i>Excluding:</i> School Counselor, ESE, etc.					
Prekindergarten	Yes	S-35.39	1.71%	\$810.00	\$810.00
Kindergarten	Yes	S-35.39	1.71%	\$810.00	\$810.00
First Grade	Yes	S-35.39	1.71%	\$810.00	\$810.00
Second Grade	Yes	S-35.39	1.71%	\$810.00	\$810.00
Third Grade	Yes	S-35.39	1.71%	\$810.00	\$810.00
Fourth Grade	Yes	S-35.39	1.71%	\$810.00	\$810.00
Fifth Grade	Yes	S-35.39	1.71%	\$810.00	\$810.00
Specials (1)	Yes	S-35.39	1.71%	\$810.00	\$810.00
PROFESSIONAL DEVELOPMENT	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective." + Paid upon verification of occupying position for duration of FY20 and FY21.					
Check and Connect Contact Person	Yes	S-35.20	2.57%	-	\$1,215.00
Cooperating Teacher	Yes	S-35.26	0.42%	-	\$200.00
Lead Mentor	Yes	S-35.27	1.73%	-	\$816.00
Mentor Teacher* (Up to 2 Mentees)	Yes	S-35.65	1.73%	\$698.69	\$816.00
School Inservice Representative (SIR) (1)	Yes	S-35.52	0.86%	\$405.00	\$405.00
Teacher, Learning and Leadership*	No	T-1.16	21.41%	\$10,125.00	\$10,125.00
Learning and Leadership Teacher (Senior)	No	S-35.83	5.29%		\$2,500.00
Teacher, Peer Collaborative *	No	T-1.17	21.41%	\$10,125.00	\$10,125.00
Teacher, Transformation* +	No	T-1.18	32.11%	\$15,187.50	\$15,187.50
*Supplements per school based on student enrollment.					
SAFETY AND SECURITY*	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
HIGH SCHOOL					
Safety and Security Supervisor					
Up to 1,799 = 2 1,800+ =3	Yes	S-35.48	1.71%	\$810.00	\$810.00
ELEMENTARY/MIDDLE SCHOOL/POST-SECONDARY					
Safety and Security Supervisor					
Up to 500 = 1 501 - 1,000 = 2 1,001+ = 3	Yes	S-35.48	1.71%	\$810.00	\$810.00
STUDENT SERVICES & EXCEPTIONAL STUDENT EDUCATION (ESE)	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
SPECIAL INSTRUCTIONAL					
ESE Teacher <i>Excluding:</i> Special Instructional Staff	No	-	2.14%	\$1,012.50	\$1,012.50
Occupational Therapist	No	T-16.05	15.84%	\$7,492.50	\$7,492.50
Physical Therapist	No	T-16.06	15.84%	\$7,492.50	\$7,492.50

School Counselor	No	C-51.01	3.90%	\$1,417.50	\$1,842.75
Licensed Mental Health Counselor	Yes	-	1.28%	\$607.50	\$607.50
Licensed Mental Health Professional	No	L-1.01	3.90%	-	\$1,842.75
Licensed Clinical Social Worker	Yes	-	1.28%	-	\$607.50
Licensed Marriage & Family	Yes	-	1.28%	-	\$607.50
Licensed Mental Health Counselor	Yes	-	1.28%	-	\$607.50
School Nurse (Registered Nurse only)	No	N-1.01	5.14%	\$2,430.00	\$2,430.00
School Psychologist					
School Psychologist w/ NASP Certification	Yes	P-16.03	17.12%	\$8,100.00	\$8,100.00
School Psychologist w/o NASP Certification	No	P-16.03	15.84%	\$7,492.50	\$7,492.50
Licensed Psychologist	Yes	-	1.28%	\$607.50	\$607.50
School Social Worker					
School Social Worker	No	S-8.03	3.90%	\$1,820.00	\$1,842.75
Licensed Clinical Social Worker	Yes	-	1.28%	\$607.50	\$607.50
Speech-Language Pathologist					
Speech-Language Pathologist w/ Certificate of Clinical Competency	No	S-11.58	17.12%	\$8,100.00	\$8,100.00
Speech-Language Pathologist w/o Certificate of Clinical Competency	No	S-11.58	15.84%	\$7,492.50	\$7,492.50
ALL LEVELS					
Equity Coordinator (1)					
1-20 full-time instructional units per school	Yes	S-35.34	0.86%	\$405.00	\$405.00
21+ full-time instructional units per school	Yes	S-35.34	1.28%	\$607.50	\$607.50
ESOL Contact Person					
Student Contact: 0 - 175	Yes	S-35.36	1.71%	\$810.00	\$810.00
Student Contact: 176 - 275	Yes	S-35.36	2.14%	\$1,012.50	\$1,012.50
Student Contact: 276+	Yes	S-35.36	2.57%	\$1,215.00	\$1,215.00
DEPARTMENTS					
Equity Coordinator					
1-20 full-time instructional units per department	Yes	S-35.34	0.86%	\$405.00	\$405.00
21+ full-time instructional units per department	Yes	S-35.34	1.28%	\$607.50	\$607.50
School Inservice Representative (SIR) (1)	Yes	S-35.52	0.86%	\$405.00	\$405.00
MIDDLE SCHOOL					
Gifted Assessment Team (GAT) Contact Person	Yes	S-35.71	0.86%	\$405.00	\$405.00
Positive Behavior Support (PBS) Contact Person	Yes	S-35.72	0.86%	\$405.00	\$405.00

ELEMENTARY SCHOOL					
Exceptional Student Education (ESE) Contact Person (1)					
1-3 full-time ESE instructional staff per school	Yes	S-35.35	1.28%	\$607.50	\$607.50
4-6 full-time ESE instructional staff per school	Yes	S-35.35	1.71%	\$810.00	\$810.00
7-9 full-time ESE instructional staff per school	Yes	S-35.35	2.14%	\$1,012.50	\$1,012.50
10+ full-time ESE instructional staff per school	Yes	S-35.35	2.57%	\$1,215.00	\$1,215.00
Gifted Assessment Team (GAT) Contact Person	Yes	S-35.71	0.86%	\$405.00	\$405.00
Positive Behavior Support (PBS) Contact Person	Yes	S-35.72	0.86%	\$405.00	\$405.00
ACTIVITIES / CLUBS	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
STUDENT PUBLICATIONS					
HIGH SCHOOL/POST-SECONDARY*					
Broadcast/Television Advisor	Yes	S-35.15	0.86%	\$405.00	\$405.00
Literary Magazine Advisor*	Yes	S-35.46	1.71%	\$810.00	\$810.00
Newspaper Advisor*	Yes	S-35.46	1.71%	\$810.00	\$810.00
Yearbook Advisor	Yes	S-35.59	2.57%	\$1,215.00	\$1,215.00
MIDDLE SCHOOL					
Newspaper Advisor	Yes	S-35.46	1.28%	\$607.50	\$607.50
Yearbook Advisor	Yes	S-35.59	1.28%	\$607.50	\$607.50
ELEMENTARY SCHOOL					
Yearbook Advisor	Yes	S-35.59	0.86%	\$405.00	\$405.00
REGISTERED STUDENT ORGANIZATIONS					
HIGH SCHOOL					
Class Sponsor					
Senior	Yes	S-35.22	2.14%	\$1,012.50	\$1,012.50
Junior	Yes	S-35.22	2.14%	\$1,012.50	\$1,012.50
Sophomore	Yes	S-35.22	0.86%	\$405.00	\$405.00
Freshman	Yes	S-35.22	0.86%	\$405.00	\$405.00
Community Service Club Advisor (4)	Yes	S-35.23	0.86%	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	S-35.69	0.86%	\$405.00	\$405.00
Future Educators of America Sponsor	Yes	S-35.38	2.14%	\$1,012.50	\$1,012.50
Interest Club Sponsor					
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students – 6	Yes	S-35.42	0.43%	\$202.50	\$202.50
501+ Students - 10	Yes	S-35.42	0.43%	\$202.50	\$202.50
JROTC Sponsor (1) (Year Round)	Yes	S-35.68	3.85%	\$1,822.50	\$1,822.50

National Honor Society Advisor	Yes	S-35.44	1.28%	\$607.50	\$607.50
National Technical Honor Society	Yes	S-35.70	1.28%	\$607.50	\$607.50
Student Council Sponsor	Yes	S-35.55	2.57%	\$1,215.00	\$1,215.00
Career Club Sponsor (4) <i>Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.</i>	Yes	S-35.58	1.71%	\$810.00	\$810.00
MIDDLE SCHOOL					
Community Service Club Advisor (2)	Yes	S-35.23	0.86%	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	S-35.69	0.86%	\$405.00	\$405.00
Future Educators of America Sponsor	Yes	S-35.38	1.71%	\$810.00	\$810.00
Interest Club Sponsor <i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students – 6	Yes	S-35.42	0.43%	\$202.50	\$202.50
501+ Students - 10	Yes	S-35.42	0.43%	\$202.50	\$202.50
National Junior Honor Society Advisor (1)	Yes	S-35.45	0.86%	\$405.00	\$405.00
Student Council Sponsor	Yes	S-35.55	1.71%	\$810.00	\$810.00
ELEMENTARY SCHOOL					
Community Service Club Advisor	Yes	S-35.23	0.86%	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	S-35.69	0.86%	\$405.00	\$405.00
Interest Club Sponsor <i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students – 6	Yes	S-35.42	0.43%	\$202.50	\$202.50
501+ Students - 10	Yes	S-35.42	0.43%	\$202.50	\$202.50
School Safety Patrol Supervisor (1)	Yes	S-35.49	0.86%	\$405.00	\$405.00
ARTS	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
HIGH SCHOOL					
Art Director	Yes	S-35.63	0.86%	\$405.00	\$405.00
Band Director	Yes	S-35.11	8.56%	\$4,050.00	\$4,050.00
Assistant Band Director	Yes	S-35.05	3.42%	\$1,620.00	\$1,620.00
Associate Band Instructor	Yes	S-35.64	1.71%	\$810.00	\$810.00
Choral Director	Yes	S-35.19	3.85%	\$1,822.50	\$1,822.50
Director of Dance (Arts Schools Only)	Yes	S-35.25	3.85%	\$1,822.50	\$1,822.50
Director of Drama	Yes	S-35.28	3.85%	\$1,822.50	\$1,822.50
Strings Director	Yes	S-35.54	3.00%	\$1,417.50	\$1,417.50
MIDDLE SCHOOL					
Art Director	Yes	S-35.63	0.86%	\$405.00	\$405.00
Band Director	Yes	S-35.14	3.85%	\$1,822.50	\$1,822.50
Choral Director	Yes	S-35.21	2.14%	\$1,012.50	\$1,012.50

Director of Dance (Arts Schools Only)	Yes	S-35.25	2.57%	\$1,215.00	\$1,215.00
Director of Drama	Yes	S-35.30	1.71%	\$810.00	\$810.00
Strings Director	Yes	S-35.54	3.00%	\$1,417.50	\$1,417.50
ELEMENTARY SCHOOL					
Art Director	Yes	S-35.63	0.86%	\$405.00	\$405.00
Director of Dance (Arts Schools Only)	Yes	S-35.25	0.86%	\$405.00	\$405.00
Director of Drama	Yes	S-35.29	0.86%	\$405.00	\$405.00
Music Director	Yes	S-35.33	1.28%	\$607.50	\$607.50
Strings Director (Arts Schools Only)	Yes	S-35.54	3.00%	\$1,417.50	\$1,417.50
ATHLETICS	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
DISTRICT WIDE - ALL LEVELS					
Special Olympics Athletic Director (1)	Yes	S-35.12	0.86%	\$405.00	\$405.00
Special Olympics Zone Assistant Athletic Director					
East Zone	Yes	S-35.13	0.86%	\$405.00	\$405.00
South Zone	Yes	S-35.13	0.86%	\$405.00	\$405.00
West Zone	Yes	S-35.13	0.86%	\$405.00	\$405.00
HIGH SCHOOL - YEAR ROUND					
Athletic/Activities Director					
Activities/Athletic Director w/ NIAAA Certification	Yes	S-35.02	12.84%	\$6,075.00	\$6,075.00
Activities/Athletic Director w/o NIAAA Certification	Yes	S-35.02	11.56%	\$5,467.50	\$5,467.50
Assistant Athletic/Activities Director (1)	Yes	S-35.75	6.68%	-	\$3,159.00
Athletic Trainer All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement. TALC Article 10.02(3)(b) does not apply	Yes	T-16.03	8.48%	\$1,822.50	\$4,009.50
Assistant Athletic Trainer	Yes	S-35.74	6.68%	-	\$3,159.00
Esports Head Coach	Yes	S-35.82	1.71%	-	\$810.00
Esports Assistant Coach	Yes	S-35.81	0.86%	-	\$405.00
Special Olympics Coach	Yes	S-35.73	0.86%	\$405.00	\$405.00
At the conclusion of the regular season, if the season is extended for FHSAA sponsored events, coaches shall be paid \$100 per week for the post-season period.					
HIGH SCHOOL - FALL					
Bowling					
Boys - Head Athletic Coach	Yes	S-35.40	1.71%	\$810.00	\$810.00
Girls - Head Athletic Coach	Yes	S-35.40	1.71%	\$810.00	\$810.00
Cheerleading Sponsor (Fall)					
Varsity	Yes	S-35.16	3.00%	\$1,417.50	\$1,417.50

Junior Varsity	Yes	S-35.16	2.14%	\$1,012.50	\$1,012.50
Freshman	Yes	S-35.16	1.71%	\$810.00	\$810.00
Cross Country					
Boys - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Football (Fall)					
Head Athletic Coach	Yes	S-35.40	7.28%	\$ 3,442.50	\$3,442.50
Assistant Athletic Coach	Yes	S-35.06	4.71%	\$ 2,227.50	\$2,227.50
Golf					
Boys - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Swimming					
Boys - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Girls - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Volleyball					
Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50

HIGH SCHOOL - WINTER					
Basketball					
Boys - Head Athletic Coach	Yes	S-35.40	5.57%	\$2,632.50	\$2,632.50
Girls - Head Athletic Coach	Yes	S-35.40	5.57%	\$2,632.50	\$2,632.50
Boys - Assistant Athletic Coach (2)	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Girls - Assistant Athletic Coach (2)	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Cheerleading Sponsor (Winter)					
Varsity	Yes	S-35.16	3.00%	\$1,417.50	\$1,417.50
Junior Varsity	Yes	S-35.16	2.14%	\$1,012.50	\$1,012.50
Freshman	Yes	S-35.16	1.71%	\$810.00	\$810.00
Soccer					
Boys - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Girls - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Boys - Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Girls - Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Weightlifting					
Girls - Head Athletic Coach	Yes	S-35.40	1.71%	\$810.00	\$810.00
Wrestling					
Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
HIGH SCHOOL - SPRING					
Baseball					
Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Assistant athletic Coach (2)	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50

Football (Spring)					
Head Athletic Coach	Yes	S-35.40	2.57%	\$1,215.00	\$1,215.00
Assistant Athletic Coach (7)	Yes	S-35.06	1.71%	\$810.00	\$810.00
Lacrosse					
Boys - Head Athletic Coach	Yes	S-35.40	4.28%	\$2,025.00	\$2,025.00
Girls - Head Athletic Coach	Yes	S-35.40	4.28%	\$2,025.00	\$2,025.00
Boys - Assistant Athletic Coach	Yes	S-35.06	3.00%	\$1,417.50	\$1,417.50
Girls - Assistant Athletic Coach	Yes	S-35.06	3.00%	\$1,417.50	\$1,417.50
Softball					
Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Assistant Athletic Coach (2)	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Tennis					
Boys - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	S-35.40	3.00%	\$1,417.50	\$1,417.50
Track					
Boys - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Girls - Head Athletic Coach	Yes	S-35.40	5.14%	\$2,430.00	\$2,430.00
Boys - Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Girls - Assistant Athletic Coach	Yes	S-35.06	3.85%	\$1,822.50	\$1,822.50
Weightlifting					
Boys - Head Athletic Coach	Yes	S-35.40	1.71%	\$810.00	\$810.00
MIDDLE SCHOOL - YEAR ROUND					
Athletic Director					
District Intramural Athletic Director	Yes	S-35.43	7.71%	\$3,645.00	\$3,645.00
District Assistant Intramural Athletic Director (1 per zone)	Yes	S-35.07	1.28%	\$607.50	\$607.50
School Intramural Athletic Director	Yes	S-35.43	4.71%	\$2,227.50	\$2,227.50
School Assistant Intramural Athletic Director (1)	Yes	S-35.07	2.57%	\$1,215.00	\$1,215.00
Special Olympics, Coach (1)	Yes	S-35.73	0.86%	\$405.00	\$405.00
MIDDLE SCHOOL - FALL					
Basketball					
Boys - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
Girls - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
Cross-Country					
Intramural Athletic Coach	Yes	S-35.41	1.71%	\$810.00	\$810.00
MIDDLE SCHOOL - WINTER					
Volleyball					
Boys - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
Girls - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00

Soccer					
Boys - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
Girls - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
MIDDLE SCHOOL - SPRING					
Golf					
Intramural Athletic Coach	Yes	S-35.41	1.71%	\$810.00	\$810.00
Tennis					
Intramural Athletic Coach	Yes	S-35.41	1.71%	\$810.00	\$810.00
Track					
Boys - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
Girls - Intramural Athletic Coach (1)	Yes	S-35.41	1.71%	\$810.00	\$810.00
ELEMENTARY SCHOOL					
Special Olympics, Coach (1)	Yes	S-35.73	0.86%	\$405.00	\$405.00
"AT LARGE" SUPPLEMENTS*	Career	JDE	Index	FY20	FY21 Amount
*Use of "At Large" supplements must be approved by the TALC Labor Management Committee.					
High School (4)	Yes	-	0.86%	\$405.00	\$405.00
Middle School (3)	Yes	-	0.86%	\$405.00	\$405.00
Elementary School (3)	Yes	-	0.86%	\$405.00	\$405.00
Post Secondary (2)	Yes	-	0.86%	\$405.00	\$405.00
ADVANCE DEGREE SUPPLEMENTS*	Career Ladder	JDE	Index	FY20 Amount	FY21 Amount
*In accordance with Florida Statute, an advanced degree must be held in the individual's area of					
Master's Degree	No	-	5.35%	\$2,531.25	\$2,531.25
Specialist Degree	No	-	8.56%	\$4,050.00	\$4,050.00
Doctorate Degree	No	-	10.70%	\$5,062.50	\$5,062.50