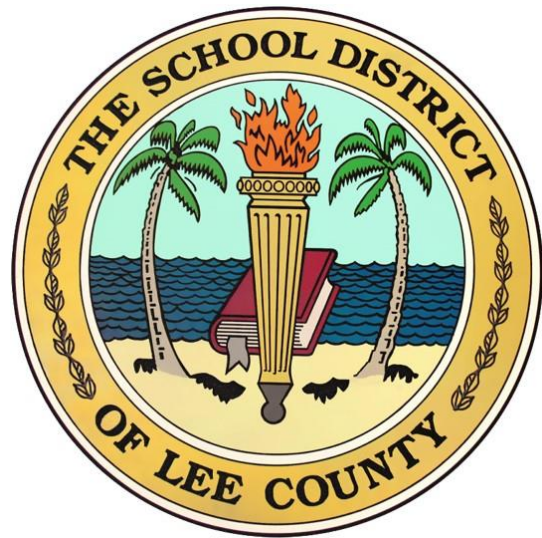


# TALC

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



**FY23 (2022-2023 SCHOOL YEAR)**

**FY24 (2023-2024 SCHOOL YEAR)**

**FY25 (2024-2025 SCHOOL YEAR)**

**FEBRUARY 2023**

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## PREAMBLE

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

## DEFINITIONS

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

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

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

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

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

15  
16 **(5) SUPERVISOR:** For the purpose of this Agreement, the term Supervisor shall  
17 mean the immediate supervisor, defined as follows:

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

24       **(b) Assigned to Multiple Schools/Sites:** In the case of an employee serving  
25 more than one school, the immediate supervisor shall be deemed to be the  
26 principal(s) with whom the grievance has been filed. In the case of an employee  
27 serving more than one school, the immediate supervisor shall be deemed to be  
28 the principal(s) with whom the grievance has been filed.

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

35  
36 **(6) DAYS:** All references in this agreement to days shall refer to calendar days,  
37 except if specified otherwise.

1  
2 **(7) WORKPLACE:** "Workplace" is defined as the site for the performance of work  
3 done in connection with the duties of an employee of The School Board of Lee County.  
4 That term includes any place where the work of the School District is performed,  
5 including a building or other school premises; any school-owned vehicle or any other  
6 school-approved vehicle used to transport students to and from school or school  
7 activities; and off-school property during any school-sponsored or school-approved  
8 activity, event or function (such as a field trip, workshop, or athletic event). The  
9 workplace does not include duty-free time at conventions or workshops at which  
10 students are not present.

11  
12 **(8) INVOLUNTARY TRANSFER:** An employee who is transferred from one school  
13 building or site to another.

14  
15 **(9) SURPLUS:** An employee who does not have a position at their assigned home  
16 school(s), or site(s) due to a reduction in the number of employees assigned to that  
17 school or program.

18  
19 **(10) REASSIGNMENT:** An employee who is moved within a school.

20  
21 **(11) REWRITE:** For housekeeping purposes, the TALC Labor/Management Committee  
22 will execute a Memorandum of Understanding (MOU) in FY23 (2022-2023 school  
23 year) that includes a clear and concise re-write of Definitions to be effective July 1,  
24 2023 for FY24 (2023-2024 school year).

## ARTICLE 1 – PARTIES TO AGREEMENT

1 **1.01 - PARTIES:** This agreement is entered into by the School Board of Lee County,  
2 also referred to as the District, and the Teachers Association of Lee County, also  
3 referred to as the Association or TALC. The Articles of this contract are in compliance  
4 with Chapter 447, Florida Statutes, and shall continue in effect as specified in Article  
5 15 (Duration and Acceptance).

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

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

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

## ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

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

4  
5 **(1) Non-Discrimination:** This Agreement shall apply to all employees without regard  
6 to race, color, religion, sex, sexual orientation, national or ethnic origin, marital  
7 status, pregnancy, political affiliation, Association membership, age, creed, gender  
8 identity or expression, disability if otherwise qualified, or any other unlawful factor.

9  
10 **(2) Duty to Self-Report:** Employees shall self-report within forty-eight (48) hours to  
11 appropriate authorities (as determined by district) any arrests/charges involving the  
12 abuse of a child or the sale and/or possession of a controlled substance. Such notice  
13 shall not be considered an admission of guilt nor shall such notice be admissible for  
14 any purpose in any proceeding, civil or criminal, administrative or judicial,  
15 investigatory or adjudicatory. In addition, employees shall self-report any conviction,  
16 finding of guilt, withholding of adjudication, commitment to a pretrial diversion  
17 program, or entering of a plea of guilty or Nolo Contendere for any criminal offense  
18 other than a minor traffic violation within forty-eight (48) hours after the final  
19 judgment.

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

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

36  
37 **2.03– ASSOCIATION**

1  
2 **(1) Facilities:** If approved, as provided by School Board Policy, the Association shall  
3 have the privilege of using school facilities and equipment. Designated  
4 representatives of the Association shall have the exclusive right as the labor  
5 organization for instructional staff to visit schools to conduct necessary Association  
6 business. Immediately upon arrival at any school facility, such representative shall  
7 make their presence known to the principal or designee and shall indicate the  
8 purpose of such business. In no event shall such representative in any way interfere  
9 with the instructional program or in any manner interrupt the performance of job  
10 responsibilities of any instructional staff member or other District employee. It shall  
11 be the right of the principal to determine that such activity does not interfere with  
12 the school program.

13  
14 **(2) School Board:** A copy of the agenda for each regular meeting of the Board shall  
15 be available to the Association at least seven (7) days before the Board meeting and  
16 a copy of the minutes of such meetings shall be available to the Association after  
17 approval by the Board.

18  
19 **(3) Posting:** The Association shall have the exclusive privilege as the labor  
20 organization for instructional staff of posting notices of Association meetings and  
21 other materials as approved under Article 2.03(5) on bulletin board space  
22 exclusively assigned to the Association for this purpose by the principal of each  
23 school. Such notices shall consist of time, date and place at which a meeting will  
24 be held. The Association shall provide a copy of each notice to the principal or their  
25 designee prior to each meeting.

26  
27 **(4) Mailboxes:** The Association shall have the exclusive privilege as the labor  
28 organization for instructional staff, through its representative, of distributing  
29 notices of Association meetings in employee mailboxes. Such notices shall consist  
30 of the time, date and place at which a meeting will be held. In addition to notices of  
31 Association meetings, other materials such as Association newsletters, which relate  
32 to wages, hours, terms and conditions of employment of instructional staff, and do  
33 not advertise or otherwise promote the interests or cause of any commercial,  
34 political or non-school agency, individual or organization, may be distributed in  
35 employee mailboxes. A copy of all materials placed in employee mailboxes shall be  
36 given by the Association to the office of the Superintendent prior to each  
37 distribution. The Association shall provide a copy of all materials with a notice for  
38 distribution from the Superintendent's office to the principal or their designee prior  
39 to placement in mailboxes. The Association shall have the use of the intra-school mail



1 service for the delivery of notices of meetings to school centers. This use is contingent  
2 upon the District's receipt of an indemnification agreement from the Association,  
3 holding the District harmless from all fines and attorney's fees resulting from any  
4 litigation on this issue. The Association's delivery location shall be the Board's central  
5 mailroom. A copy of each notice of Association meeting shall be subject to approval  
6 by the Superintendent prior to each distribution.

7  
8 **(5) Dues Collection:** Employees shall have the right to request and be allowed dues  
9 and Association Insurance Program deductions provided that dues deduction and  
10 the proceeds thereof shall not be allowed if the Association has lost its rights to  
11 dues deduction pursuant to Florida Statutes 447. Upon receipt of a properly  
12 executed authorization card from each employee involved, on a form approved by  
13 the Board, the Board shall deduct from the employee's paycheck the amount that  
14 the employee has agreed to pay the Association. Pursuant to Florida Statute  
15 447.303, these deductions shall remain in effect unless such authorization is  
16 revoked by the employee upon thirty (30) days' written notice to the Board and to  
17 the Association. Dues deduction authorization cards must be presented to the  
18 Payroll Department six (6) work days before the pay period in which the deduction  
19 begins. Any employee who has requested deductions and who leaves the  
20 employment of the School District or terminates their authorization for payroll  
21 deductions shall not be required to pay any further amounts to the Association.  
22 Any dispute as to the amount deducted shall be solely between the Association and  
23 the employee involved. The Association and the individual employee shall hold  
24 the School Board harmless for any liability arising from the deductions as certified  
25 by the Association.

26  
27 **(6) Association Leave:** The president of the Association and/or their designee may be  
28 allowed to take up to a total of forty (40) days leave per year to conduct necessary  
29 Association business provided written request thereof is submitted in advance to the  
30 Superintendent. The full cost of the certified substitute rate of pay shall be paid by  
31 the Association for each day of Association leave requested when the leave request  
32 is processed. No more than ten (10) days may be used by any one person.

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

37 **(b) Bargaining Team:** An employee who is a member of the bargaining team  
38 shall be released from work on paid leave if the bargaining calendar conflicts  
39 with the employee's work schedule. In such event, the Association shall pay

1 a qualified substitute except for impasse, mediation, or upon mutual  
2 agreement of the parties. Otherwise, the employee's supervisor may adjust  
3 the employee's work schedule with the consent of the employee.  
4

5 **(7) Meetings:** Upon request by the Association representative, the building principal  
6 will announce during the faculty meeting that the representative will make  
7 announcements concerning Association business at the close of the meeting.  
8 Attendance during the representative's announcements shall be voluntary.  
9

10 **(8) Public Records:** Upon receipt of a written request identifying each specific public  
11 record desired by the Association, the Board shall make available such public  
12 records as defined by Florida Statutes 119, for inspection. Examination and the cost  
13 of duplication of public records shall be in accordance with Florida Statute 119.

14 **(a) Business Necessity:** In accordance with Florida Statute 119, sharing of  
15 confidential information may only occur under certain circumstances that are  
16 related to a business necessity. The District recognizes that such a business  
17 necessity exists as it relates to the Association's fulfillment of its duties under  
18 Florida Statute 447.

19 **(b) Bargaining Unit Information:** A list of all bargaining unit members will be  
20 provided to the Association at the start of each fiscal year and on a regular  
21 basis thereafter. The Association agrees that personally identifiable  
22 information will remain confidential and will not be distributed to third parties.  
23 The Association agrees that information that is exempt from public inspection  
24 will not be disclosed without first obtaining the express written authorization  
25 of the District and the employee involved.  
26

27 **(9) Consultation:** The Association may request a consultation with the  
28 Superintendent for the purpose of seeking clarification and improving  
29 communication in areas affecting terms or conditions of employment. Such  
30 consultation shall be initiated by a written request to the Superintendent. A  
31 proposed agenda shall be submitted by the Association at the time of the request.  
32 The meeting shall be set at a time that will not require employment of a substitute.  
33

34 **(10) Agreement:** Within 30 days of approval of the final draft of this Agreement  
35 the Board agrees to provide the Association 150 copies of the Agreement for the  
36 Association's use.  
37

38 **(11) Strikes:** The Association agrees that it shall not authorize, sanction, condone,  
39 engage in or acquiesce in any strike as defined in Florida Statute 447.203. It further

- 1 agrees that should any such violations occur as defined above, the Association shall
- 2 be subject to such penalties as determined under Florida Statute 447.507.

## ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

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

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

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

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

31  
32 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes  
33 447.

## ARTICLE 4 – GRIEVANCE PROCEDURE

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

5 **4.02 – JURISDICTION:** Should a grievance arise as the result of an alleged violation  
6 of an Association right as identified in Article 2, and the grievant and the principal  
7 agree that the principal is without the authority necessary to resolve the issue, the  
8 grievant may file the grievance with the Superintendent and proceed through the  
9 grievance procedure from Level II forward.  
10

11 **(1) Representation:** All members within the bargaining unit may have the right to be  
12 represented by the Association in the determination of a grievance. Nothing  
13 herein shall be construed to mandate Association representation of a bargaining  
14 unit member who is not also a member of the Association. However, nothing in this  
15 part shall be construed to prevent any member of the bargaining unit from  
16 presenting their own grievance in person or by legal counsel and having such  
17 grievance adjusted without the intervention of the bargaining agent if the adjustment  
18 is not inconsistent with the terms of this Agreement, and if the Association has been  
19 given the opportunity to be present at any meeting called for the resolution of such  
20 grievances.  
21

22 **(2) Rights:** Nothing contained in the grievance procedure shall be construed to deny  
23 the Board, the Superintendent, the Association or any employee the rights  
24 guaranteed to them under the laws of the State of Florida or the United States of  
25 America.  
26

27 **(3) Responsibilities:** The filing of a grievance shall in no way interfere with the right of  
28 the Board to proceed to carry out its management responsibilities, subject to the  
29 final resolution of the grievance. The employee shall abide by the management  
30 decision involved in any grievance, prior to and during the time the grievance has  
31 been filed and shall not discontinue their duties prior to and during the time a  
32 grievance is being processed.  
33

34 **(4) Expenses:** Each party shall bear its own expenses in connection with arbitration  
35 and mediation; provided, however, the Association shall share equally with the Board  
36 only those fees and expenses of the arbitrator and witnesses called by the arbitrator.  
37

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

3  
4 **4.03 - FILING**

5  
6 (1) **Grievance Forms:** Grievance forms shall be available in electronic format on the  
7 District's website or may be copied from Appendix B of this Agreement.

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

14 (b) **Working Days:** For the purpose of this grievance procedure, working days  
15 are defined as days that the District office is open for business.

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

22  
23 **4.04 - HEARINGS**

24  
25 (1) **Informal Grievance:** If an employee believes that there is a basis for a grievance,  
26 they shall, within ten (10) working days of the alleged violation, or within ten (10)  
27 working days of the date of the employee's proven knowledge of such violation,  
28 first discuss it in an informal manner with their immediate supervisor, either  
29 personally or accompanied by an Association representative, if the grievant so  
30 chooses. In the event that the grievant chooses to have an Association  
31 representative present, the grievant shall give the immediate supervisor at least  
32 seven (7) working days' notice of the grievant's request for a meeting, the  
33 intended presence of an Association representative, and the nature of the grievance.  
34 If the resolution of the grievance is not satisfactory to the grievant or if no  
35 disposition has been made within seven (7) working days following the informal  
36 discussion with their immediate supervisor, the grievant may, within seven (7)  
37 working days, file a formal grievance with their immediate supervisor on the form in  
38 Appendix B, and the levels of the formal grievance as provided in this Agreement  
39 shall be invoked.

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**(2) Formal Grievance**

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

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

**(c) Voluntary Mediation:** The parties agree to submit, if all parties to the grievance agree, any unresolved issues following Level II to voluntary mediation pursuant to the American Arbitration Association's (AAA) Grievance Mediation Procedures prior to initiating Level III of the grievance process as set forth below. If the parties submit a grievance to mediation the timelines are waived so long as the agreement to submit the grievance to mediation occurs prior to the timelines spelled out in Level III below. No decisions reached during mediation are binding on the parties unless the agreement is reduced to writing and signed by both parties. In the event that mediation is not successful in resolving the dispute, the matter may proceed to Level III.

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

16 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall  
17 be held in private and shall include only such parties with an interest, their  
18 representatives, and witnesses as necessary.  
19

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

25 **4.05 – DISPOSITION:** The date of disposition shall be the date on which the immediate  
26 supervisor delivers the disposition to the grievant or the date of postmark in those  
27 instances where delivery is by U.S. Mail.  
28

29 **(1) Records:** All official records of the processing of a grievance shall be confidential  
30 and be filed separately from the personnel file of grievant.  
31

32 **(2) Adjustments:** Adjustment of any grievance described herein shall not be  
33 inconsistent with the provisions of this Agreement.  
34



# 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

1 reverse an administrator's recommendation for non-reappointment and  
2 recommend that an employee be reappointed at the same school or another  
3 location.

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

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

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

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

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

16  
17 **(2) Professional Services Contract:** Any member of the Teacher Association of Lee  
18 County bargaining unit, hired prior to July 1, 2012, who does not fall under Florida  
19 Statute 1012.33, not holding a Florida Educator Certificate or a District issued  
20 Vocational Teaching Certificate, shall fall under the following guidelines: During the  
21 first three years of employment, the District may choose not to renew an  
22 employee's contract at the end of the employee's contract year. After three years  
23 of successful employment, no employee's contract shall be non-renewed without  
24 just cause.

25  
26 **(3) Continuing Contract:** The contractual status of a teacher who was initially  
27 employed in the District prior to July 1, 1984, and a teacher on continuing contract  
28 as of July 1, 1984, shall be covered by Florida Statutes 1012.33 as it existed prior to  
29 July 1, 1984, and the provisions of the Agreement. Such teacher's rights shall neither  
30 be enhanced nor diminished by the revisions of Florida Statutes 1012.33 which  
31 became effective July 1, 1984. The contractual status of a teacher whose initial  
32 employment in the District begins on or after July 1, 1984, shall be governed by the  
33 revisions of Florida Statutes 1012.33 which became effective July 1, 1984, and the  
34 provisions of this Agreement.

35  
36 **5.02 – SENIORITY:** Seniority is the total number of good years (one day more than  
37 half) of instructional experience in Lee County School District while on probationary,  
38 annual, continuing or professional service contract. However, continuing or  
39 professional service contract teachers are considered to have seniority over any

1 annual contract teacher regardless of the total years of service in the District.  
2 Authorized leave of absence, open-end or substitute teaching experience does not  
3 count toward seniority. Administrative experience in the District shall count toward  
4 seniority provided said experience occurred after the teacher attained three years  
5 seniority in the bargaining unit, and said teacher returned to the bargaining unit prior  
6 to July 1, 1991. Any tie in seniority between teachers shall be broken by counting  
7 the days of experience on open-end, temporary or interim contract rather than  
8 years. If a tie still exists, the tie shall be broken by drawing lots. Members of the  
9 association may be present to observe the lottery process.

10  
11 **(1) Loss of Seniority:** Teachers lose their seniority as a result of the following:  
12 termination; retirement; resignation; or layoff exceeding two (2) years or exceeding  
13 the individual's length of service, whichever is less.

14  
15 **(2) Seniority List:** The District shall develop and maintain a seniority list based on the  
16 continuous years of service to the District while on probationary, annual, continuing  
17 or professional service contract. The list shall include the hire date which shall be  
18 the first day of duty under annual, continuing or professional service contract, all  
19 areas of certification and racial data. A copy of the list shall be available at each work  
20 site and provided to the Association by March 1 of each year. Teachers shall have  
21 access to the seniority list upon request to the principal or immediate super-visor.

## 22 23 5.03 – TRANSFER

### 24 25 **(1) Voluntary Transfer**

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

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

30 **(c) Voluntary Transfer Period:** Three weeks prior to the first teacher work-day  
31 of the 196-day calendar will be the normal cutoff date for voluntary transfer.  
32 After the normal cutoff date, voluntary transfers will be allowed under one or  
33 more of the following conditions:

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

36 **(2) Superintendent Approval:** If the principals do not agree to a  
37 voluntary transfer the principals may appeal to the Superintendent, or  
38 designee, for a final decision regarding the transfer disposition. At this  
39 time, the teacher may also submit a letter of explanation for requesting

1 the transfer, to be reviewed by the Superintendent or designee.

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

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

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

## 12 13 **(2) Involuntary Transfer**

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

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

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

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

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

32 **(1) Voluntary:** When surplus occurs, employees shall be given an  
33 opportunity to volunteer, prior to determining involuntary transfers.

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

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

1           **(4) Seniority:** If there is no vacancy in the teacher’s area of certification,  
2 the teacher shall be placed in the position of the least senior teacher  
3 with the appropriate area of certification and teaching assignment. In  
4 no event shall an involuntary transfer teacher replace a teacher who has  
5 greater seniority. The teacher of second seniority ranking in a  
6 certification area shall be placed next, and so on until the teacher is  
7 placed.

8           **(f) Priority Staffing List:** In the event of District or state mandated restructuring  
9 or reconstitution, instructional staff with Annual Contract or Probationary  
10 Contract status with a manager’s rating of “Highly Effective” or “Effective” on  
11 their most recent performance evaluation will be given priority status for filling  
12 vacant positions.

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

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

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

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

38  
39           **(4) Exemptions:** Elected Lead TALC Building Representatives shall be exempt from

1 surplus or involuntary transfers unless required by law or the Superintendent or  
2 designee determines that the transfer is in the best interests of the District. The  
3 exemption is to provide a continuity of representation to the bargaining unit.

4 **(a) TALC Building Representative List:** TALC will maintain a current list of Lead  
5 Building Representatives and provide the list to Human Resources upon  
6 request and at certain agreed upon dates during the school year. In addition,  
7 each Principal will be provided the name of the current Lead Building  
8 Representative in their school.

9  
10 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes  
11 necessary due to declines in enrollment, budgetary restrictions, reorganization, or  
12 other causes as determined by the Board, the following provisions shall apply:

13  
14 **(1) Determination:** The Board shall determine the specific work locations and/or  
15 special programs and areas of certification within which positions are to be  
16 eliminated. Once the specific areas of certification and/or positions have been  
17 determined, reductions shall be made on a countywide basis and shall be in  
18 accordance with Florida Statute 1012.33(5) and certification as further defined in this  
19 section.

20  
21 **(2) Primary Schools:** For the purpose of reduction in force at the elementary level,  
22 there shall be considered to be two areas of certification: early childhood to include  
23 pre-kindergarten/kindergarten and elementary (grades 1-5).

24  
25 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be  
26 deemed to be the areas for which the employee holds certification. No teacher  
27 assignment that would result in a violation of state or federal law will be approved.

28  
29 **(4) Exceptional Student Education:** In Exceptional Student Education, consideration  
30 will also be given to experience in working with students with significant cognitive  
31 and behavioral disabilities.

32  
33 **(5) Process:** Once specific positions and/or areas of certification and levels have been  
34 identified by the Board, a reduction in force shall be made on a countywide basis as  
35 follows:

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

39 **(b) Grandfathered Salary Schedule:** Continuing/professional service contract

1 employees will be the last reduced.

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

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

8 **(e) Notification**

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

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

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

21  
22 **(6) Assignment:** Teacher assignments that result from a reduction in force shall  
23 comply with the teacher qualification requirements as defined in state and federal  
24 law. No teacher assignments that would result in a violation of state or federal law  
25 will be approved.

26  
27 **(7) Recall**

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

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

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

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

1 resignation.

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

## 5 6 **5.05 – ASSIGNMENT OF DUTIES**

7  
8 **(1) Job Description:** The District will prepare, review, revise, and maintain job  
9 descriptions for those jobs in the bargaining unit as it deems necessary. Human  
10 Resources will provide the Association copies of new or revised job descriptions  
11 through the TALC Labor/Management Committee and afford the Association an  
12 adequate opportunity to review and provide written feedback prior to  
13 implementation. The role of the Association in this regard will be advisory in nature.  
14 All job descriptions shall be posted on the Human Resources section of the District  
15 website. The job descriptions shall list the required qualifications as completely as  
16 possible. Every job duty in a job description need not always be specifically described,  
17 and any omission does not preclude the required performance of all duties that are  
18 job related.

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

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

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

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

33  
34 **(2) Tentative Assignments:** Each teacher shall be given a tentative teaching  
35 assignment in writing for the next school year prior to the last day of duty for the  
36 current year. This shall consist of the school and grade level for elementary;  
37 school, grade level and department for middle school; and school and department  
38 for high school to which the teacher is assigned. Every effort will be made to  
39 include course code number(s) and course title(s) for middle and high school



1 teachers. In any event, middle and high school teachers will be notified in writing  
2 as soon as possible and not later than August 1 of their assignment by course  
3 number(s) and course title(s).

4  
5 **(3) Changes in Assignment:** Any teacher who desires a change in grade level and/or  
6 subject assignment shall file a written statement of this desire with the principal.  
7 No changes in the tentative assignment shall be made without attempts to  
8 arrange a prior conference with the teacher to provide rationale for the change and  
9 to address concerns of the teacher regarding the change. If a conference is not  
10 possible, the rationale for the change shall be submitted in writing to the teacher  
11 as soon as practicable prior to implementation of the change.

12  
13 **(4) Support and Assistance:** Any teacher assigned to a new grade level or course may  
14 request in writing support and assistance deemed by the teacher to be necessary for  
15 success in the new assignment. The principal or designee shall consider the request  
16 and shall provide written recommendations relating to the request.

17  
18 **(5) Reassignment:** If a teacher is to be reassigned to a position which is a different  
19 subject area or grade level than their current assignment (or from their assignment  
20 in the previous school year) or a position permitting any area of certification, the  
21 teacher must be afforded a conference with the Principal or designee to discuss the  
22 new assignment. The teacher may bring a representative with them to the  
23 conference.

24  
25 **(6) New Assignments:** If a Principal proposes to assign a teacher during the school year  
26 to a newly created position resulting from student needs or program changes, the  
27 position will be posted first for internal school applicants.

28  
29 **(7) Subcontractors:** Subcontractors support the efficient operation of the District by  
30 supporting workforce morale and success. The District agrees to utilize  
31 subcontractors only for a specific need or in case of an emergency. District  
32 employees will be provided priority over subcontractors for assignment of duties and  
33 work locations. The District will notify the Association of the need to use  
34 subcontractors for bargaining unit positions at TALC Labor/Management Committee  
35 meetings.

## 36 37 **5.06 – EMPLOYMENT OPPORTUNITIES**

38  
39 **(1) Advertising Vacancies:** Teacher vacancies will be posted on the District website

1 weekly by Human Resources. A vacancy shall exist when a person is sought to fill a  
2 full-time position which has been identified by Human Resources. The notice of  
3 vacancies shall list the position, location, and qualifications including certification  
4 coverage for those positions, and deadline date for application. The notice of  
5 vacancies shall be sent to the Association.

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

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

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

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

23 **(3) Notification:** Teachers submitting applications will be notified of the  
24 disposition of the teacher's application as soon as the final  
25 determination is made as to assignments and/or selection.

26 **(4) Compensation**

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

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

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

38 **(a) Academic Programs:** Non-fee-based supplemental programs  
39 or activities are considered academic in nature when the

1 program or activity is directly in support of the goals of adopted  
2 School Improvement Plan; directly related to assisting students  
3 enrolled in credit courses within or outside of the school day;  
4 intended to demonstrate improvement towards student mastery  
5 of those Sunshine State Standards measured on the Florida  
6 Standards Assessment; or specifically required by individual  
7 education plans or academic improvement plans.

8 **(b) Non-Academic Programs** All other non-fee-based  
9 supplemental programs or activities not specified in Article  
10 5.06(1)(d) or the Instructional Supplement Salary Schedule are  
11 considered non-academic in nature.

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

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

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

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

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

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

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

1 or feeder schools; Annual Contract teachers from the assigned  
2 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  
5 for students receiving a 1 or 2 score on the state mandated  
6 assessments, a listing of anticipated openings with instructions  
7 for submitting applications for such openings, including any  
8 pertinent information regarding the positions, shall be posted at  
9 each school site at which openings are expected to occur. Any  
10 position that is not filled by a teacher at the school having the  
11 openings shall be posted on the District website along with any  
12 pertinent information regarding the position(s).

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

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

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

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

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

33  
34 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human  
35 Resources from a Lee County teacher shall be reviewed by the appropriate principal  
36 or supervisor prior to recommending an applicant to fill the position. Except in such  
37 circumstances as approved by the Superintendent, a vacancy will not be filled with  
38 other than an interim appointee for at least five (5) working days after the posting  
39 date on the District website listing the vacancy. Any continuing contract/professional

1 service contract teacher holding the appropriate certification shall be given first  
2 consideration in the staffing of teaching vacancies. Teacher applicants in the District  
3 assigned to a grade level or subject area outside the scope of their teaching  
4 certification shall be given first consideration for openings within the subject or field  
5 of their certification.

6  
7 **(3) Notification:** Teachers who have made written application to fill a posted and  
8 advertised vacancy, including a summer or evening school, shall be notified in  
9 writing of the action of the Board in filling such vacancy.

10  
11 **5.07 – AMERICANS WITH DISABILITY ACT:** This Article is intended to comply with the  
12 Americans with Disabilities Act (ADA). All newly hired teachers must undergo a  
13 physical examination by a licensed medical doctor. The results of this examination  
14 shall be stated on a form provided by the Board. The form must be received by the  
15 Board before employment can begin. Additional medical examination may be  
16 required in order to determine whether matters reported in the initial examination  
17 would present a direct threat to the health or safety of the applicant or of any other  
18 person.

19  
20 **(1) Physical Examinations:** Once employed, physical examinations may be required  
21 only when the employee’s behavior gives reason to suspect that a medical or  
22 psychiatric condition may impair the employee’s ability to perform their duties, or  
23 when the employee has been injured or ill and an examination is needed in order to  
24 determine whether an employee can return to work safely or to determine whether  
25 the employee has a disability for which a reasonable accommodation can be made.

26  
27 **5.08 – WORKER’S COMPENSATION**

28  
29 **(1) Limited Duty:** Employees who have experienced a worker’s compensation injury  
30 and who have been evaluated and released by an approved physician as physically  
31 able to return to work with specific limitations, will return to their job site upon  
32 written authorization by the Insurance and Benefits Management. Specific work  
33 limitation will be forwarded to the employee’s supervisor from the treating physician.  
34 The employee will remain in their job site, performing appropriate duties as  
35 identified by their supervisor for a period of time agreed to by the employee  
36 and the work site supervisor. The employee will be evaluated by the physician as  
37 necessary based on the course of treatment and, if not released for full duty, will be  
38 returned for limited duty for a work period agreed to by the employee and the  
39 work site supervisor. At the completion of the second work period, if the employee

1 is not able to return to a full duty status, he will be evaluated by the physician,  
2 principal/supervisor and the Insurance and Benefits Management to determine the  
3 employee's status. Alternatives such as returning to worker's compensation off-  
4 duty status, continuation of limited duty assignments, alternate duty assignments,  
5 and/or other assignments will be reviewed with the employee. If a period of limited  
6 duty exceeds six months, the District will notify the Association of the identity of the  
7 employee.

## 8 9 (2) Alternate Duty

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

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

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

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

28 (e) **Change in Training:** Employees who are unsuccessful in their initial training  
29 position, may make one change of training assignment within the one-year  
30 period (two-year period for employees with extenuating circumstances);  
31 however, a change of training position will not extend their training timeline.

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

35 (g) **Placement Upon Completion:** For employees who are unsuccessful in  
36 finding a regular position within 60 working days of achieving "trained" status,  
37 Human Resources will begin procedures to place those employees in regular  
38 positions.

39 (h) **Refusal:** If an employee refuses to be tested for Alternate Duty

1 placement or to participate in their assigned Alternate Duty training  
2 program, this shall be deemed voluntary resignation of employment.

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

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

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

13  
14 **5.09 – VETERAN’S PREFERENCE:** Veteran’s Preference shall be granted in accordance  
15 with applicable state and federal laws. Nothing herein shall be construed to expand  
16 any Veteran’s Preference beyond the limits of applicable state and federal law.

17  
18 **5.10– PERSONNEL FILE:** Each teacher shall have the right to review the contents of  
19 their personnel file. Each teacher has the right to have another person accompany  
20 them in the review of their personnel file, if they so choose. Such review shall be  
21 made in the presence of the person responsible for the safekeeping of the personnel  
22 files of the Board.

23  
24 **(1) Inspection:** Upon request from a teacher, the Board will provide, within five (5)  
25 working days, a copy of such contents and records of the teacher’s personnel file as  
26 is requested in writing by the teacher. The cost of preparation and duplication of such  
27 records shall be at the teacher’s expense.

28  
29 **(2) Response:** A teacher shall have the right to comment, in writing, concerning any  
30 materials in their personnel record.

31  
32 **(3) Record Retention:** Teacher personnel files shall be maintained according to  
33 Florida Statutes 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



1 that the condition has not been corrected, he/she may report it to the School  
2 Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard  
3 copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security  
4 department.

## 6 6.02 - PROTECTION OF PERSON

7  
8 **(1) Injury:** The District assures employees of its support when employees have  
9 followed the laws and regulations of the State and the policies of the Board in  
10 carrying out their responsibility. An employee involved in injury to themselves, a  
11 student or another employee shall immediately report same to their immediate  
12 supervisor and thereafter make such written reports as necessary to comply with  
13 School Board Policy.

14  
15 **(2) Student Discipline:** The teacher's responsibility for the control and direction of  
16 students shall be exercised throughout the campus of each school and is not limited  
17 to a specific group of children or classroom. When in the judgment of the teacher a  
18 student requires the attention of the principal or other school or District staff  
19 specialist, the teacher shall so inform the principal or their designee on the  
20 appropriate school form. When administrative assistance is provided, the teacher  
21 shall receive a written statement of the specific action taken within five (5) days.  
22 Individual records of student discipline, where available, will be accessible to  
23 teachers as an aid for determining disciplinary recommendations concerning  
24 particular students.

25  
26 **(3) Workplace Civility:** Employees shall not engage in speech, conduct, behavior  
27 (verbal or nonverbal), or commit any act of any type which is reasonably interpreted  
28 as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing  
29 against any person in the workplace.

30  
31 **(4) District Support:** The District assures employees of its support when an  
32 employee's conduct is in accordance with applicable state and federal laws,  
33 regulations, and board policy. In carrying out their responsibility for maintaining  
34 good discipline, an employee shall impose classroom discipline consistent with  
35 administrative direction. In the event that an employee feels it is necessary  
36 to protect themselves or others from injury, the employee may refer to board policy  
37 and/or Florida Statute 1003.32.

38  
39 **(5) Assault:** Any case of assault upon a teacher which occurs in the line of duty shall

1 promptly be reported to the principal. The District shall provide legal advice to the  
2 teacher concerning their rights and obligations with respect to such assault, and  
3 its legal assistance to the teacher in connection with handling of the incident by  
4 law enforcement and judicial authorities. In such event, the following shall apply:

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

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

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

19  
20 **(6) Harassment or Discrimination:** The District is committed to ensuring equity in  
21 school programs and employment practices. The District prohibits harassment and  
22 discrimination as provided in Florida Statute 100.05 and School Board Policy 1.23.  
23 Employees who feel they have been harassed or discriminated against are  
24 encouraged to submit a complaint in accordance with board policy.

25  
26 **(7) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance  
27 with applicable state and federal laws, including Section 7 of the Fair Labor Standards  
28 Act. Nursing mothers will be provided with reasonable break time to express breast  
29 milk for one year after a child's birth. The District will provide a place, other than a  
30 bathroom, that is shielded from view and free from intrusion by co-workers and the  
31 public, which may be used by an employee to express breastmilk. Employees must  
32 keep their immediate supervisor informed of their needs so that appropriate  
33 accommodations can be made with minimal disruption to the employee and the  
34 worksite. Nursing mothers who feel they have been denied appropriate  
35 accommodations are encouraged to contact Human Resources. Nothing herein shall  
36 be construed to expand these protections beyond the limits of applicable state and  
37 federal law.

38  
39 **(8) Domestic or Sexual Violence:** Protections shall be granted to employees who are

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

11  
12 **6.03 - PROTECTION OF PERSONAL PROPERTY:** The District shall reimburse each  
13 employee if either of the following occurs while they are discharging their duties in  
14 accordance with their job description:

15  
16 **(1) Criminal Act:** Loss or damage to items of clothing and related personal property  
17 worn or carried about the person which is damaged or destroyed as a result of an  
18 assault, less any amount paid by insurance.

19  
20 **(2) Negligence:** Loss or damage of personal property as a result of negligence by  
21 the building administrator or their designee as determined by the appropriate  
22 administrator of the Property/Casualty Loss Program within the guidelines of the  
23 current Property/Casualty liability guidelines. The total liability of the Board under  
24 this section, per teacher occurrence, shall not exceed six hundred dollars (\$600)  
25 less any amount reimbursed by insurance. A proof of loss statement, including  
26 verified replacement value, shall be provided by the teacher.

27  
28 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** Campuses shall be  
29 tobacco/smoke-free at all times, including e-Cigarettes and/or vapor cigarettes, per  
30 School Board Policy 5.37. No employee shall possess, consume, be under the  
31 influence of (as defined by the prevailing legal limit) or sell alcoholic beverages or  
32 manufacture, distribute, dispense, possess or use alcoholic beverages on the job  
33 or in the workplace. Employees are prohibited from using, distributing,  
34 manufacturing, processing, selling, cultivating or attempting to sell illegal, controlled  
35 substances at any time whether on or off duty or on or off District property.

36  
37 **(1) Notice of Arrest:** As a condition of employment, each employee shall notify the  
38 appropriate administrator of any arrest/charges involving the sale or possession of  
39 drugs within 48 hours of any such arrest/charge.

1  
2 **(2) Notice of Conviction:** The District shall take one of the following actions, within  
3 thirty (30) days of receiving such notice, with respect to any employee who is so  
4 convicted:

5 **(a) Program Participation:** Require the employee to participate satisfactorily in  
6 a drug abuse assistance or rehabilitation program approved for such purposes  
7 by a federal, state, or local health officials, law enforcement, or other  
8 appropriate agency.

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

12 **(c) Other Personnel Action:** Take other appropriate personnel action, up to and  
13 including termination.  
14

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

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

20 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug or  
21 alcohol testing without reasonable suspicion except as otherwise required by  
22 law or this agreement. All drug and alcohol testing shall be conducted in  
23 accordance with District policy and procedures for drug and alcohol testing.  
24

25 **(4) Exemptions:**

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

28 **(b) Confiscation:** Employees who perform duties which require the disposition  
29 or confiscation of alcoholic beverages or controlled substances are exempt  
30 from this section if performing those specified duties.  
31

32 **(5) Employee Assistance Program:** Employee assistance will be available through  
33 Human Resources and the Employee Assistance Program (EAP).  
34

35 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace  
36 violation will result in an offer of a Last Chance Agreement (LCA) to the employee, a  
37 letter of reprimand (LOR), and/or mandatory referral to EAP, except in cases where  
38 aggravating factors exist. Aggravating factors may include any conduct that would be  
39 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)  
2 hours on all days when students are in attendance, with an additional thirty (30)  
3 minutes per week for the purpose of planning. On all Pre-School Days, Professional  
4 Duty Days and In-service Days, the basic work day for teachers shall be seven (7)  
5 hours to include lunch.

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

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

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

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

20 **(1) Planning Guidelines:** The parties will develop a process for  
21 monitoring compliance with planning guidelines by each school as well  
22 as a recommended course of action when a school or work site is not  
23 in compliance.

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

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

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

37 **(b) Advertising:** The District shall advertise such extra time/extra

1 pay opportunities and shall report such arrangements to TALC.

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

9 **(d) Professional Learning Communities (PLCs):** Instructional staff will work with  
10 their immediate supervisors to develop a work schedule that allows for  
11 appropriate planning time and PLC meetings. Instructional staff may work with  
12 their immediate supervisor on a PLC assignment that is job related and  
13 supports students. PLC meetings will be led by instructional staff, held at a  
14 mandatory maximum of once each week, will have an agenda sent out prior  
15 to the meeting, and will focus on teaching and learning. Instructional staff will  
16 be actively engaged in and participate in PLC meetings. PLC meetings may  
17 consist of employee requested professional development, data analysis,  
18 shared planning, creating assessments, collaboration, and continuous  
19 improvement. School-based administrators will review the PLC guidelines with  
20 their staff each year. The TALC Labor/Management Committee may review  
21 situations where there are concerns about PLC meetings.

22 **(e) Mandatory Meetings:** The scheduling of administratively mandated  
23 meetings and other similar functions shall be limited to two per month. A  
24 faculty meeting is an example of an administratively mandated meeting. An  
25 Individualized Education Plan (IEP) meeting is not an example of an  
26 administratively mandated meeting. Meetings for the purpose of curriculum  
27 planning, with the involvement of administration, are acceptable so long as  
28 the number of meetings is reasonable. The TALC Labor/Management  
29 Committee shall review situations where the number of meetings is of  
30 concern.

31  
32 **(2) Non-Standard Work Day:**

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

36 **(1) Administrative Duties:** In schools that do not have an assistant  
37 principal or second administrator, a teacher shall be designated to  
38 perform administrative duties. Teachers may volunteer but shall not be  
39 required to assume administrative duties in the absence of the principal

1 or other immediate supervisor.

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

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

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

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

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

23 **(1) Mandatory Attendance:** When attendance at such meetings or  
24 activities is required, the principal will notify in writing the affected  
25 teachers of the schedule and any alterations necessary to the teacher's  
26 work schedule. Every reasonable effort will be made by school  
27 administrators to minimize required attendance by teachers beyond  
28 the regular work day.

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

32  
33 **(3) Arrival:** Each building principal shall determine the arrival and leaving time of  
34 teachers assigned to each school.

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

1  
2 **(4) Instruction:** For purposes of this section, the following definitions shall apply:

3 **(a) Definitions:**

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

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

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

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

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

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

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

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

38  
39 **7.02 - WORK WEEK:** Flexible schedules must still be the equivalent of a thirty-eight



1 (38) hour work week and/or average the basic teacher work day of seven and one-  
2 half (7 ½) hours, with an additional thirty (30) minutes per week for the purpose of  
3 planning.  
4

5 **7.03 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall  
6 include six (6) paid holidays. Teachers will not be required to work on the paid  
7 holidays established by the Board as a part of the annual school calendar.  
8

9 **(1) Pre-school Days:** The pre-school week shall consist of one (1) District In-service  
10 Day and four (4) Pre-school Days. During the four (4) Pre-school Days, teachers shall  
11 have at least twelve (12) hours for uninterrupted planning and preparation for the  
12 upcoming school year.  
13

14 **(2) Professional Duty Days:** Teacher professional duty days are to be used for  
15 teachers to prepare grades, lesson plans and other required records and reports.  
16 Grade sheets shall not be due until one hour prior to the end of this duty day.  
17

18 **(3) In-service Days:** Teacher in-service days shall be used for teacher professional  
19 development as identified in the teacher's Professional Development Plan and the  
20 School Improvement Plan.  
21

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

27 **(a) Department of Juvenile Justice:** The Department of Juvenile Justice (DJJ)  
28 twelve-month (255-day) calendar will be jointly developed by the DJJ  
29 Administrators and Teachers to ensure the required 240-day instructional  
30 calendar and the recommendation shall be forwarded to the TALC  
31 Labor/Management Committee.  
32

33 **(5) FLEXIBLE WORK YEAR:** The contractual work year may be reduced when agreed to  
34 by the teacher and supervisor. The work year may be extended to meet student/  
35 programmatic needs with advanced notification to TALC and Human Resources. The  
36 work year for instructional personnel scheduled to work longer than 196 days may  
37 be adjusted to accommodate instructional or student needs. Such adjustments shall  
38 be determined ten (10) days prior to the last day of the student year for the following  
39 school year, set forth in a written document and signed and dated by the teacher and

1 principal/supervisor and retained at the school/department. The days shall be  
2 determined in consultation with the teacher; however, the final decision shall be  
3 made by the principal/supervisor to ensure adequate staffing throughout the year.

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

10 **(b) Emergency Make-up Days:** When it is necessary to close schools as a  
11 result of a hurricane or other natural disaster, employees will be notified via  
12 radio and television, if possible, prior to the beginning of the work day.  
13 Employees who do not make up said time during their work year will not be  
14 paid for these days and pay will be deducted from the last paycheck of the  
15 fiscal year in which the days are missed or from the employee's last paycheck  
16 in the event the employee terminates sooner. National and/or legal holidays  
17 may not be used as make-up days when schools are closed due to emergency.  
18 The Board agrees to meet with the Association to discuss make-up days when  
19 schools are closed due to an emergency. For employees who work 196, 201  
20 or 206 days, the time shall be made up on the days that students are  
21 scheduled to make up school. For employees who work 216 or 226 days, time  
22 will be made up by extending the contract year by the number of days  
23 missed. For employees who work 255 days per year, time will be made up by  
24 extending the length of the work day as determined by the Superintendent.  
25 The Board reserves the right to waive make-up time.

## 26 27 **7.04 - CHANGES IN SCHEDULE**

28  
29 **(1) Temporary:** Assemblies, testing programs, and other school activities, which  
30 disrupt normal classroom instruction, shall be rotated whenever possible so that the  
31 same classes are not continually affected. Classes shall be free of unnecessary  
32 interruptions by use of the intercommunications systems. Visitation to classrooms  
33 by non-employees shall be approved by the supervisor. Whenever possible, affected  
34 employees shall be informed in advance.

35  
36 **(2) Emergency:** In the event of an emergency or other unusual circumstance, as  
37 determined by the principal or other immediate supervisor, a teacher's daily work  
38 schedule may be temporarily changed. When such a schedule change necessitates  
39 the loss of a teacher's planning/conference period, and no volunteers are available,

1 the loss of planning/conference period shall be on a rotating basis.

2  
3 **7.05 – HOLIDAYS:** All full-time employees in the bargaining unit shall receive the  
4 following paid holidays each year: Independence Day, Labor Day, Thanksgiving  
5 (Thursday and Friday), Good Friday, and Memorial Day. Employees who work twelve  
6 (12) months per year shall receive six consecutive work days' winter vacation. Two of  
7 these days shall be Christmas Day and New Year's Day. Employees shall only be paid  
8 for holidays that occur during their work year. Employees who work less than twelve  
9 (12) months shall receive the following paid holidays: Labor Day, Thanksgiving  
10 (Thursday and Friday), Presidents' Day, Good Friday, and Memorial Day.

11  
12 **7.06 – VACATIONS:** This section shall apply to all full time twelve (12) month employees  
13 in the TALC bargaining unit.

14  
15 **(1) Twelve Month Employees:** A member of the unit who is employed on a twelve (12)  
16 month basis shall be allowed paid vacation leave, exclusive of holidays, as follows:

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

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

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

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

26  
27 **(2) Accrual:** Vacation will not be granted until it is earned. Each employee who has  
28 accrued at least ten (10) days of vacation shall be allowed to take at least two (2)  
29 consecutive weeks of vacation during the calendar year. Each employee who has  
30 earned fifteen (15) or more days of vacation shall be allowed to take at least three  
31 (3) consecutive weeks during the calendar year. Vacation periods greater than three  
32 (3) consecutive weeks may be requested by an eligible employee and shall be subject  
33 to the approval of the superintendent.

34  
35 **(3) Increments:** Vacation may be granted in increments of one-half the employees  
36 work day, provided that the request does not disrupt the operation of the work  
37 site. All vacation requests must be submitted to the supervisor at least 24 hours in  
38 advance of the requested vacation time. Requests for vacation time of three or more  
39 consecutive weeks shall be submitted at least thirty (30) days in advance of the

1 requested vacation time.

2

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

16

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

23

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

## ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 - NOTICE:** The District and the Association agree that a highly engaged workforce  
2 is dependent upon timely and meaningful feedback on employee performance. In  
3 order to ensure meaningful feedback is provided, the Association will have input into  
4 the development of the performance evaluation instrument. All regular employees  
5 will receive a formal performance evaluation at least once during each fiscal year.  
6 Immediate supervisors will provide employees notice of the procedures used for  
7 performance evaluation prior to the end of the first quarter for students.  
8

9 **(1) Compliance Requirements:** In accordance with Florida Statute 1012.34, the  
10 District's process for performance evaluation of instructional staff must be submitted  
11 to the Florida Department of Education (FL DOE) for approval by February 1.  
12 Performance evaluations must be based in part on student performance. The District  
13 is responsible for reporting student performance to FL DOE and for validating the  
14 students under the direction of each employee by conducting regular roster  
15 verification. Employees are encouraged to complete roster verifications  
16 acknowledging responsibility for the students and courses they are assigned, prior  
17 to submission to FL DOE. FL DOE will utilize rosters as submitted, regardless of  
18 employee verification. The District is not responsible for the timing of release of  
19 student performance data by FL DOE to the District.

20 **(a) Walk-throughs and Observations:** Immediate Supervisors may provide  
21 employees with written comments on their performance based upon informal  
22 walk-throughs and must provide written comments for all formal  
23 observations. Comments will be recorded electronically and employees will  
24 have the opportunity to respond in writing.

25 **(b) Post Observation Conference:** After an immediate supervisor conducts a  
26 formal observation, they will schedule a post-observation conference with the  
27 employee. The employee will acknowledge that they have been shown the  
28 observation and that they have discussed the results with their Immediate  
29 Supervisor. If an employee disagrees with the results of an observation, they  
30 may submit comments on the electronic form used for observations stating  
31 their disagreement. Employees must acknowledge receipt of this information  
32 or the immediate supervisor may apply an override indicating the employee  
33 refused to acknowledge.

34 **(c) Manager's Rating:** Immediate Supervisor may provide employees with  
35 written comments on their performance as part of their Manager's Rating.

36 **(d) Post Evaluation Conference:** After a post evaluation conference, employees  
37 will acknowledge that they have been shown the Manager's Rating and have

1 discussed it with their immediate supervisor. If an employee disagrees with  
2 the results of the Manager's Rating, they may submit comments on the  
3 electronic form used for Manager's Ratings stating their disagreement.  
4 Employees must acknowledge receipt of this information or the immediate  
5 supervisor apply an override indicating the employee refused to acknowledge.

6 **(e) Student Performance Rating:** In accordance with Florida Statute, the District  
7 will provide employees with a Student Performance rating, which includes the  
8 Value-Added Model (VAM) and Student Learning Objectives (SLO) ratings.  
9 Immediate Supervisors may meet with employees to discuss their VAM rating.  
10 If an employee has a three (3) year aggregate VAM rating of Needs  
11 Improvement/Developing or Unsatisfactory, then the employee's Immediate  
12 Supervisors must meet with the employee. The District will provide employees  
13 with a process to allow for the appeal of their VAM rating.

14 **(f) Final Performance Evaluation:** Immediate Supervisors must acknowledge  
15 the above procedures have been followed prior to submitting a  
16 recommendation for a Final Performance Evaluation rating. Final Performance  
17 Evaluation ratings will be a combination of the Manager's Rating and the  
18 Student Performance rating.

19 **(g) Recommended Employment (Reappointment) Status:** In accordance with  
20 Article 5.01, Final Performance Evaluation ratings may impact an employee's  
21 recommended employment (reappointment status).

22  
23 **(2) Immediate Supervisor:** Performance Evaluations must be completed by an  
24 immediate supervisor with working knowledge of the employee's assigned duties,  
25 performance standards for the employee's position, and direct knowledge of the  
26 employee's performance for a period of no less than thirty (30) consecutive days.  
27 Employees must receive written notice of the immediate supervisor responsible for  
28 completing their performance evaluation prior to the end of the first quarter for  
29 students and of any change in immediate supervisor from that point forward. Only  
30 administrators, as defined by the Administrator Salary Schedule shall complete  
31 performance evaluations for instructional staff. No employee who is part of the  
32 bargaining unit may contribute to or complete a performance evaluation for another  
33 member of the bargaining unit.

34  
35 **(3) Confidentiality:** In accordance with Florida Statute 1012.31, performance  
36 evaluations are confidential and are not subject to public records requests for one  
37 school year after their completion. Performance Evaluation related conferences  
38 must be conducted privately and Immediate Supervisors must protect the  
39 confidentiality of performance evaluation related documentation as sensitive

1 employment information. Only the employee, the immediate supervisor, and other  
2 District staff with a legitimate business interest may inspect an employee's  
3 performance evaluation.

#### 4 5 **(4) Exceptions**

6 **(a) Association President:** The Association President will receive a Manager's  
7 Rating based upon the average Manager's Rating for members of the  
8 bargaining unit they represent.

9 **(1) Highly Effective:** If eighty (80) percent or more of employees are  
10 Highly Effective or Effective, the Association President will be Highly  
11 Effective.

12 **(2) Effective:** If between sixty (60) and seventy-nine (79) percent of  
13 employees are Highly Effective or Effective, the Association President  
14 will be Effective.

15 **(3) Needs Improvement/Developing:** If between forty (40) and fifty-nine  
16 (59) percent of employees are Highly Effective or Effective, the  
17 Association President will be Needs Improvement/Developing.

18 **(4) Unsatisfactory:** If less than forty (40) percent of employees are Highly  
19 Effective or Effective, the Association President will be Unsatisfactory.

20  
21 **8.02 - EVIDENCE:** Immediate supervisors are responsible for providing employees  
22 with evidence to support performance evaluation ratings.

#### 23 24 **(1) Procedure**

25 **(a) Walk-throughs:** Immediate Supervisors may conduct walk-throughs  
26 without the need for formal documentation. If formally documented, the  
27 employee shall be provided a copy of documentation.

28 **(b) Observations:** Immediate Supervisors must conduct observations of an  
29 employee's performance of assigned duties and must formally document  
30 observations that will be used to support the Manager's Rating. Observations  
31 may be targeted or full formal observations at the discretion of the Immediate  
32 Supervisor, with the exception of those on Probationary Contract.

33 **(c) Manager's Rating:** Immediate Supervisors must provide employees with  
34 copies of all documentation no less than ten (10) days prior to submitting a  
35 Manager's Rating for the employee to review.

36 **(d) Student Performance Rating:** The District will provide employees with  
37 evidence of Student Performance by providing access to information made  
38 available through the District's VAM portal.

39 **(e) Final Performance Evaluation and Recommended Employment**  
40 **(Reappointment) Status:** If an investigation into allegations of misconduct may

1 produce evidence of poor performance and is not expected to be completed  
2 until after May 1, the immediate supervisor must notify the employee of the  
3 pendency of the investigation by May 1. If an investigation into allegations of  
4 misconduct is initiated on or after May 1, the employee must be notified upon  
5 the opening of a site or district-based investigation. Evidence obtained after  
6 May 1 may be grounds for reconsideration of the Manager's Rating or the  
7 Immediate Supervisor's recommended employment (reappointment) status.  
8 Employees must be notified of changes made to performance evaluations or  
9 recommended employment (reappointment) status prior to the end of the  
10 fiscal year and provided the opportunity to review, respond to, and  
11 acknowledge receipt of the change.  
12

## 13 (2) Contract Status

14 **(a) Probationary Contract status:** Employees with Probationary Contract status  
15 must have two (2) formal observations each fiscal year, the first formal  
16 observation must be completed by the Immediate Supervisor prior to  
17 December 1. Employees with Probationary Contract status must have a mid-  
18 year evaluation and final evaluation.

19 **(b) Annual Contract, Professional Services Contract, or Continuing Contract**  
20 **status:** Employees with Annual Contract, Professional Services Contract, or  
21 Continuing Contract status must have two (2) formal targeted observations  
22 each fiscal year.  
23

## 24 (3) Performance Evaluation Ratings

25 **(a) Highly Effective:** Employees may provide evidence to support a Highly  
26 Effective rating. Immediate Supervisors may not require an employee to  
27 provide evidence as a condition of receiving a Highly Effective rating.

28 **(b) Effective:** Employees may provide evidence to support an Effective rating.  
29 Immediate Supervisors may not require an employee to provide evidence as  
30 a condition of receiving an Effective rating.

31 **(c) Needs Improvement/Developing:** Immediate Supervisors may provide  
32 evidence that an employee has been provided support and assistance  
33 regarding any needs improvement/developing ratings. Disciplinary  
34 documentation, including Administrative Notes or a Conference Summary,  
35 may be used as evidence of a Needs Improvement/Developing rating.

36 **(d) Unsatisfactory:** Immediate Supervisors must provide evidence that an  
37 employee has been provided support and assistance regarding any needs  
38 improvement/developing ratings. Disciplinary documentation, including a



1 Letter of Reprimand or higher, may be used as evidence of an Unsatisfactory  
2 rating.

3  
4 **8.03 - ASSISTANCE:** In order to support the retention of a highly skilled and engaged  
5 workforce, the District will provide employees with support in the attainment of  
6 Highly Effective ratings. Immediate Supervisors may support employees by aiding in  
7 the development of an individualized performance plan, providing job embedded  
8 training opportunities, or by responding to other requests for assistance that an  
9 Immediate Supervisor determines can be reasonably provided.

10  
11 **(1) Performance Evaluation Ratings**

12 **(a) Highly Effective:** Employees may request support and assistance from their  
13 immediate supervisor if they receive a performance evaluation rating of Highly  
14 Effective.

15 **(b) Effective:** Employees may request support and assistance from their  
16 immediate supervisor if they receive a performance evaluation rating of  
17 Effective.

18 **(c) Needs Improvement/Developing:** Immediate supervisors may offer support  
19 and assistance to an employee who receives a needs  
20 improvement/developing rating. Support and assistance must include a  
21 prescribed time period for completion of specific or measurable tasks to be  
22 completed.

23 **(d) Unsatisfactory:** Immediate supervisors must offer support and assistance  
24 to an employee who receives an unsatisfactory rating. Support and assistance  
25 must include a prescribed time period for completion of specific or  
26 measurable tasks to be completed.

27  
28 **(2) Contract Status**

29 **(a) Probationary Contract status:** Employees with Probationary Contract status  
30 must be assigned an Employee Mentor who has completed Clinical Education  
31 Training or a job-related training that is equivalent.

32 **(b) Annual Contract status:** Employees with Annual Contract status may  
33 request an Employee Mentor who has completed Clinical Education Training  
34 or a job-related training that is equivalent.

35 **(c) Professional Services Contract or Continuing Contract status:** In accordance  
36 with Florida Statute 1012.34(4), employees with Professional Service Contract  
37 status or Continuing Contract status who receive a Manager's Rating or Final  
38 Performance Evaluation rating of Needs Improvement/Developing or  
39 Unsatisfactory will be enrolled in an Intensive Assistance Program (IAP) for the  
40 following school year.

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**8.04 - TIME**

**(1) Walk-throughs and Observations:** Immediate Supervisors must provide employees with written feedback within ten (10) days of an informal walk-through or formal observation.

**(a) Post Observation Conference:** Employees may request a Post Observation Conference to be held within five (5) days of receiving written feedback or the expiration of the ten (10) days' time limit for Immediate Supervisors to provide feedback.

**(2) Manager's Rating:** Immediate supervisors must notify employees who receive a manager's rating of Needs Improvement/Developing or Unsatisfactory at least ten (10) days prior to the performance evaluation deadline.

**(a) Post Evaluation Conference:** Employees may request a Post Evaluation Conference to be held within five (5) days of receiving electronic feedback or the expiration of the ten (10) day time limit for Immediate Supervisors to provide feedback. Immediate Supervisors must meet with all employees who receive a Manager's Rating of Needs Improvement/Developing or Unsatisfactory by no later than May 10.

**(3) Student Performance Rating:** The District will provide employees with information regarding student performance ratings once data is made available by FL DOE and will allow employees to request a review of their rating within a specified timeframe.

**(4) Final Performance Evaluation:** Recommendations for Final Performance Evaluation ratings shall be made by no later than May 10. Recommendations may be submitted earlier, provided the Immediate Supervisor has provided the employee with their recommended reappointment status and allowed them the opportunity to request a Post Evaluation Conference.

**(5) Recommended Reappointment Status:** Employees with Probationary Contract status or Annual Contract status must be notified of their recommended reappointment status by no later than May 10. Recommended reappointment status may be provided to an employee prior to the deadline.

**(a) Reference Form:** Immediate supervisors must complete and submit an employment reference form for all employees recommended for non-reappointment or placed on the Surplus List.

## ARTICLE 9 – DISCIPLINARY PROCEDURES

1 **9.01 – PROCEDURE:** All employee investigations shall be conducted in a fair and  
2 objective manner. Materials and information regarding the investigation shall be  
3 relevant to the investigation and reasonable in scope. Such material and information  
4 shall remain confidential until the conclusion of the investigation and appropriate  
5 notice is provided to the employee who is the subject of the investigation.  
6

7 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory  
8 job performance shall be reviewed by the site-based or school-based administrator.  
9 During the investigation, the District may temporarily reassign the employee. The  
10 employee shall be provided an opportunity to be heard regarding all allegations at a  
11 meeting with the site-based or school-based administrator.  
12

13 **(2) District-Based Investigation:** Professional Standards may initiate an investigation  
14 at the request of the site-based or school-based administrator or Superintendent in  
15 response to allegations of employee misconduct or unsatisfactory job performance  
16 that may result in suspension without pay or termination of employment. During the  
17 investigation, the District may temporarily reassign the employee.  
18

19 **(3) Administrative Reassignment or Suspension:** In accordance with Florida Statute  
20 1012.796, if an allegation of misconduct involves the health, safety, or welfare of a  
21 student, the District must immediately suspend the employee, with pay, from  
22 regularly assigned duties and reassign the employee to a position that does not  
23 require direct contact with students. An employee may be suspended with pay or  
24 reassigned pending the outcome of an investigation for allegations not involving the  
25 health, safety, or welfare of a student. Suspension with pay or reassignment pending  
26 the outcome of an investigation shall continue until an outcome has been rendered  
27 by the District and shall not be subject to the grievance procedure.  
28

29 **(4) Right to Representation:** If an employee has a reasonable belief that discipline or  
30 adverse consequences may result from a meeting with management, the employee  
31 has the right to request representation of their choice from the following: the  
32 employee's attorney, a union representative, or a co-worker that is a member of the  
33 bargaining unit. Notice of representation by an attorney or union representative  
34 must be provided in writing. Management is not required to inform an employee of  
35 their Weingarten rights. It is the employee's responsibility to know their rights and to  
36 request representation, if they desire representation.  
37

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

8  
9 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when  
10 appropriate, and may include, but is not limited to: no cause, conference summary,  
11 written reprimand, last chance agreement, suspension, termination, reassignment,  
12 retraining, or other assistance.

13  
14 **(7) Probationary Period:** A new period of probation shall not be used as a form of  
15 disciplinary action for an employee who has previously completed their probationary  
16 period.

17  
18 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other  
19 forms of technology are common in the workplace and may be used in the course of  
20 an investigation. The initial review of security camera footage or other technology for  
21 the purpose of monitoring employee performance shall be conducted by the site-  
22 based or school-based administrator and shall remain confidential during the  
23 pendency of an investigation. All records will be provided to the Association as soon  
24 as technologically feasible and in accordance with Florida Statute. If security camera  
25 footage is evidence in an investigation of employee misconduct, the Association will  
26 have the opportunity to inspect it prior to and/or during a pre-determination hearing.  
27 Disciplinary action will be based upon a totality of circumstances rather than solely  
28 upon use of technology.

29  
30 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a  
31 teaching contract or supplemental contract shall be only for just cause, as defined in  
32 Florida Statute 1012.33 and 1012.335, and Florida Administrative Code 6A-5.056.  
33 Employees with Annual Contract status who are recommended for non-  
34 reappointment are not entitled to an appeal or the grievance procedure, but may be  
35 eligible for a review of their non-reappoint in accordance with Article 5.01.

36  
37 **(1) No Finding:** If an investigation results in no finding of just cause, written  
38 documentation of no finding will be placed in the investigative file and a copy will be  
39 provided to the employee. No finding of just cause is a non-disciplinary outcome and

1 shall not be placed in the employee's personnel file.

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

12  
13 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting  
14 that may result in disciplinary action, including but not limited to an administrator's  
15 notes regarding a verbal warning.

16  
17 **(4) Conference Summary:** A Conference Summary is site-based or school-based  
18 disciplinary documentation. Any Conference Summary shall be provided to the  
19 employee and shall be signed by the employee for the sole purpose of indicating that  
20 the employee has received a copy and has had an opportunity to discuss it with their  
21 immediate supervisor. If the employee refuses to sign, the Conference Summary will  
22 be provided to the employee, indicating that the employee refused to sign.  
23 Employees have the opportunity to submit a written response, which will be attached  
24 to the Conference Summary.

25  
26 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is  
27 placed in an employee's personnel file. Any Written Reprimand shall be provided to  
28 the employee and shall be signed by the employee for the sole purpose of indicating  
29 that the employee has received a copy and has had an opportunity to discuss it with  
30 their immediate supervisor. If the employee refuses to sign, the Written Reprimand  
31 will be provided to the employee and a copy will be placed in the employee's  
32 personnel file indicating that the employee refused to sign. Employees have the  
33 opportunity to submit a written response, which will be placed in the employee's  
34 personnel file.

35  
36 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and  
37 when appropriate a duration will be specified.

38  
39 **(7) Suspension:** The process for suspension without pay shall be governed by School

1 Board Policy.

2

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

## ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Effective July 1, 2018 experience credit shall be  
2 determined as specified below. Documentation provided to Human Resources within  
3 120 days of the employee’s first day of employment will result in experience credit  
4 being awarded retroactive to the employee’s first day of employment. Failure to  
5 provide documentation within 120 days of the employee’s first day of employment  
6 will result in experience credit being granted from the date of submission of the  
7 documentation. No experience credit shall be given for documentation submitted  
8 more than two (2) years from the employee’s first day of employment.  
9

### 10 (1) Starting Salary:

11 (a) **Starting Salary Schedule:** Effective July 1, 2022, the District will adopt a  
12 Starting Salary Schedule with a minimum base salary of \$48,250.00 for  
13 instructional staff, excluding Special Instructional Staff who will receive a  
14 minimum base salary of \$53,250.00. Employees will be eligible to receive a  
15 maximum of twenty (20) years of experience credit to count toward starting  
16 salary.

17 (b) **Return to Rate of Pay:** Effective July 1, 2016, employees rehired by the  
18 District who have a rehire date within the current contract year and a  
19 termination date within one calendar year of their rehire date that receive a  
20 rate of pay at the date of their rehire that is lower than their rate of pay at the  
21 date of their termination are eligible for a return to their rate of pay at the  
22 time of termination. For the purpose of determining eligibility and rate of pay,  
23 employees with a termination date on the last scheduled contract day of a  
24 school year will be considered as if their termination date was the first day of  
25 school for students in the following school year.  
26

27 (2) **Instructional Experience:** To be eligible, creditable experience must have been  
28 attained after the person held a valid teaching certificate and a four-year degree  
29 except if specified otherwise by Florida certification rules.  
30

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

37 (4) **Military Experience:** Starting salary for JROTC instructors shall be based upon the

1 District's agreement with the military. JROTC instructors who are awarded a  
2 vocational certificate will receive six (6) years of experience credit for military service.  
3 All other terms and conditions of this agreement shall apply equally to JROTC  
4 instructors.

## 5 6 **10.02- SALARY SCHEDULES**

7  
8 **(1) Grandfathered Salary Schedule:** In accordance with Florida Statute, the District  
9 has adopted a Grandfathered Salary Schedule for all instructional staff with  
10 Continuing Contract or Professional Services Contract status.

11  
12 **(2) Performance Salary Schedule:** In accordance with Florida Statute, the District has  
13 adopted a Performance Salary Schedule for all instructional staff with Annual  
14 Contract or Probationary Contract status.

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

22 **(b) Career Ladder Movement:** Instructional staff will be classified based upon  
23 eligibility for Career Ladder Movement. Instructional staff on the  
24 Grandfathered Salary Schedule will not be eligible for Career Ladder  
25 Movement. Career Ladder Movement shall occur annually for eligible  
26 instructional staff.

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

## 33 34 **(3) Differential Pay**

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



1           **(1) Turnaround School Supplement:** In accordance with Florida Statute  
2 1012.22, effective July 1, 2022, instructional staff assigned to schools  
3 that received a grade of “F” or “D” for the prior school year will be eligible  
4 for the Turnaround Schools supplement in the amount of \$4,000.00.  
5 The Turnaround School Supplement will remain in effect for at least one  
6 (1) year following improvement in the school grade. A supplement of  
7 \$4,000.00 is available for all instructional staff assigned to District  
8 identified Turnaround Schools, including: Fort Myers Middle Academy,  
9 Franklin Park Elementary, Tice Elementary, East Lee County High,  
10 Colonial Elementary, Edgewood Academy, and Island Coast High for  
11 FY23 (2022-2023 school year). A supplement of \$4,000.00 is available  
12 for all instructional staff assigned to Florida Department of Education  
13 (FL DOE) identified Turnaround Schools, including: G. Weaver Hipps  
14 Elementary and Manatee Elementary are now eligible for the  
15 Turnaround School Supplement.

16           **(2) Transition School Supplement:** A supplement of \$2,000.00 is  
17 available for all instructional staff assigned to Ray V. Pottorf Elementary,  
18 James Stephens Elementary, Mirror Lakes Elementary, Orange River  
19 Elementary, and Sunshine Elementary for FY23 (2022-2023 school year).

20           **(3) Special Center School Supplement:** Effective July 1, 2021, a  
21 supplement of \$4,000.00 is available for all instructional staff assigned  
22 to Buckingham Exceptional Student Center, Department of Juvenile  
23 Justice (DJJ) locations, Young Parent Education Program, Royal Palm  
24 Exceptional Center, and Success Academy.

25           **(3) Athletics – Post Season Bonus:** The head coach and varsity assistant  
26 coaches shall be paid \$100.00 per week for coaching any or all of the  
27 defined work week during FHSAA sponsored post-season events. The  
28 post season athletic week shall be defined as Monday through Saturday  
29 for supplement calculation purposes. The TALC salary supplement shall  
30 be signed by the employee, the Principal, and the Athletic/Activities  
31 Director. The Athletic/Activities Director shall maintain records to  
32 monitor and authorize payment of the post-season supplements.

33           **(4) Changes:** In accordance with Article 5.06(1)(d), the Instructional  
34 Supplement Salary Schedule shall be updated and posted on the District  
35 website no later than May 15 of each year. Updates to the Instructional  
36 Supplement Salary Schedule may be made by execution of a  
37 Memorandum of Understanding, provided no fiscal impact or change in  
38 total budgeted amount for instructional supplements.  
39

1 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the TALC  
2 Labor/Management Committee, will develop and implement a system for awarding  
3 all incentive and bonus programs that is in compliance with applicable laws.  
4 Availability of funding may impact the continuation of incentive and bonus programs.  
5

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

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

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

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

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

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

39 **(a) Qualifying Adoptive Employee:** Funds associated with this program are to

1 be distributed in accordance with Florida Statute 409.1664.

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

6 **(2) Child Without Special Needs:** A qualifying adoptive employee who  
7 adopts a child within the Florida child welfare system who does not have  
8 special needs is eligible to receive a lump-sum monetary benefit in the  
9 amount of \$5,000.00 per such child, subject to applicable taxes.

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

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

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

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

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

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

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

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

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

39 **(2) Disclaimer:** Nothing herein shall be construed to expand the Florida

1 Teacher Supply Assistance Program beyond the limits of applicable  
2 state and federal law.

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

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

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

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

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

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

21 **(2) School Performance:** A bonus in the amount of \$25.00 for each  
22 student taught by the AICE teacher in each half-credit AICE course who  
23 receives a score of E or higher on the AICE exam. An additional \$500.00  
24 to each AICE teacher in a school designated with a grade of "D" or "F"  
25 who has at least one student scoring E or higher on the full-credit AICE  
26 exam, regardless of the number of classes taught or of the number of  
27 students scoring an E or higher on the full-credit AICE exam.

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

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

35 **(g) College Board Advanced Placement (AP)\_Exam:** Funds associated with this  
36 program are to be distributed in accordance with Florida Statute 1011.62(1)(n).

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

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

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

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

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

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

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

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

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

#### 30 31 **10.04 – NON-STANDARD RATE OF PAY**

32  
33           **(1) Extended Work Year:** Teachers who are employed beyond the 196-day work year,  
34 including but not limited to summer school, will be paid on the same base rate of pay  
35 as received in the school year just completed, exclusive of any supplements paid.

36  
37           **(2) Extended Work Day:** Teachers who, during the 196-day work year, are  
38 employed for instruction at the District office or a school beyond the defined  
39 teacher work day, will be paid according to their current base rate of pay, exclusive

1 of any supplements paid.

2  
3 **(3) Professional Development**

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

9 **(b) Attending a Voluntary Training:** Teacher participation in voluntary  
10 workshops or in-service training outside the school year may be paid a  
11 Voluntary Training Stipend of \$25.00 per hour of training.

12  
13 **(4) Instructional Coverage:** The parties agree that there is a direct and positive  
14 relationship between the presence of an appropriately certified classroom teacher and  
15 student achievement.

16 **(a) Classroom Teacher:** If there is a vacant classroom teacher position or a  
17 classroom teacher is absent, the immediate supervisor should first seek to  
18 provide coverage with an appropriately certified classroom teacher. If  
19 necessary, the immediate supervisors may change the assigned duties of  
20 classroom teachers to ensure that students are appropriately assigned to  
21 certified classroom teachers in FOCUS. If an appropriately certified classroom  
22 teacher is not available, then a Guest Teacher should be used to provide  
23 classroom coverage.

24 **(1) Classroom Coverage:** If a Guest Teacher is not available to  
25 provide coverage, then employees that are Classroom Instructional  
26 Staff or Non- Classroom Instructional Staff, as defined in Appendix C,  
27 may be assigned by an immediate supervisor to provide classroom  
28 coverage. Employees will receive supplemental pay at their regular  
29 rate of pay (hourly rate) for each hour of classroom coverage.

30 **(2) Administrative Tasks:** If a Guest Teacher is available to provide  
31 coverage, then employees that are Classroom Instructional Staff or  
32 Non- Classroom Instructional Staff, as defined in Appendix C, may be  
33 assigned by an immediate supervisor to provide support or assistance  
34 with lesson plans, grading of assignments, planning and scheduling of  
35 meeting, attendance at meetings, parent contact, or other  
36 administrative tasks. Employees will receive supplemental pay at their  
37 regular rate of pay (hourly rate) for one (1) hour per day of  
38 administrative tasks. Specialist, Exceptional Student Education (Staffing)  
39 may provide support or assistance with administrative tasks in  
40 situations where a guest teacher is not providing coverage.

1 (a) **Multiple Vacancies:** Employees may be assigned by an  
2 immediate supervisor to provide support or assistance with  
3 lesson plans, grading of assignments, planning and scheduling of  
4 meeting, attendance at meetings, parent contact, or other  
5 administrative tasks for multiple vacancies will receive  
6 supplemental pay at their regular rate of pay (hourly rate) for one  
7 (1) hour of administrative tasks for each vacancy per day.

8 (b) **Special Instructional:** If there are vacant Special Instructional Staff  
9 positions or Staffing Specialist absences for one (1) week or more, then  
10 employees that are Special Instructional Staff, as defined in Appendix C, or  
11 Staffing Specialists, and working under the same job description, may be  
12 assigned by an immediate supervisor for one (1) week or more to provide  
13 support or assistance with planning and scheduling of meeting, attendance at  
14 meetings, parent contact, or other administrative tasks. Employees will receive  
15 supplemental pay at their regular rate of pay (hourly rate) equivalent to one  
16 (1) full day per week.

17 (c) **Exceptions:** Instructional staff assigned to support students with  
18 Individualized Education Plans (IEPs) shall not be required to provide  
19 classroom coverage, if it interferes with ESE compliance.

20 (1) **Classroom Instructional:** Peer Collaborative Teachers, and all job  
21 codes for Resource Teachers, including those not assigned students in  
22 FOCUS, shall only be allowed to provide one instructional period of  
23 classroom coverage per day.

24 (2) **Non-Classroom Instructional:** Academic Coaches (Literacy,  
25 Mathematics, and Science) and Reading Specialists will be eligible to  
26 receive compensation for coverage, in a manner consistent with Article  
27 10.04(4)(a)(1), only if they perform their regularly assigned duties in  
28 addition to providing coverage. Effective March 1, 2023, all other Non-  
29 Classroom Instructional positions will not be eligible to receive  
30 compensation for coverage and will not be asked to provide coverage,  
31 but will instead receive a one-time payment at the end of the school  
32 year in the amount of \$1,000.00, if they provide classroom coverage in  
33 FY23 (2022-2023 school year).

34 (3) **Special Instructional:** Special Instructional Staff will not be required  
35 to provide classroom coverage.

36 (d) **Process**

37 (1) **Volunteer Coverage List:** Immediate supervisors shall maintain a  
38 volunteer coverage list. Employees will be assigned coverage on an  
39 equitable basis. Immediate supervisor may take into consideration  
40 availability, seniority, certification, and performance when assigning  
41 coverage. If an employee is available and refuses to provide coverage,

1 the assignment will pass to the next available employee on the list. If an  
2 employee refuses to provide coverage on three separate occasions, the  
3 employee will be removed from the volunteer coverage list. If an  
4 employee refuses to provide coverage, they will not be subject to  
5 disciplinary action. Immediate supervisors are expected to exercise  
6 flexibility and grace, if an employee refuses to provide coverage  
7 voluntarily. If no volunteers exist, immediate supervisors may assign  
8 coverage to employees in an equitable fashion.

9 **(2) Conflicting Duties:** Coverage may not conflict with regularly assigned  
10 duties. Employees are still responsible for completion of their regularly  
11 assigned duties when providing classroom coverage.

12 **(3) Supporting Documentation:** The District will establish specific  
13 earnings codes for each type of coverage.

14 **(a) Coverage - Absence:** Immediate supervisors shall record the  
15 leave management system (LMS) absences number in the  
16 comments of Coverage - Absence requests.

17 **(b) Coverage - Vacancy:** Immediate supervisors shall record the  
18 advertisement number in the comments of Coverage - Vacancy  
19 requests.

20 **(c) Coverage - ED Approval:** Executive Directors in School  
21 Development must approve all other requests for classroom  
22 coverage. Executive Directors are encouraged to approve  
23 appropriate coverage for employees providing semester  
24 coverage by teaching through planning, for coverage specifically  
25 included in a School Improvement Plan (SIP), or for coverage  
26 related to approved academic interventions for at risk or  
27 underperforming students.

28 **(d) Unavailable:** Compensation for coverage is not available for  
29 parent teacher related conference related absences, coverage of  
30 Non-Instructional Staff, coverage of Peer Collaborative Teacher  
31 absences or vacancies, professional development related  
32 absences, supplemental instruction (tutoring and enrichment),  
33 development of curriculum, or assessment related absences  
34 (proctoring and administration). Effective March 1, 2023,  
35 compensation for coverage of Individualized Education Plan (IEP)  
36 meetings will be made available through the use of Individuals  
37 with Disabilities Education Act (IDEA) funding.

38 **(e) Maximum:** Employees may be paid a maximum of \$10,000.00  
39 per fiscal year to provide coverage and administrative tasks.  
40 Employees and the immediate supervisor will be notified, if they  
41 reach the \$10,000.00 maximum.



1 (f) **Unique Coverage Situations:** The TALC Labor/Management  
2 committee will review situations where there is a concern about  
3 equity or manageability or if there is a unique coverage situation  
4 requiring special attention.

5 (e) **Planning Period:** Non-Classroom Instructional Staff and Special  
6 Instructional Staff are entitled to one (1) continuous planning period  
7 equivalent to the time provided to all instructional staff.

8 (f) **Coverage Incentive**

9 (1) **Fifteen-Days:** Employees who provide coverage will receive a  
10 \$1,000.00 incentive for each fifteen (15) cumulative days of coverage  
11 they provide. Employees who reach the \$10,000 maximum for coverage  
12 and administrative tasks will still be eligible for an incentive bonus for  
13 non-compensated days of coverage.

14 (2) **Pay Delivery:** Payment will be issued on a quarterly basis. Coverage  
15 of ten (10) or more cumulative days will be rounded up at the end of  
16 each semester.

17 (3) **Career Ladder:** For FY23 (2022-2023 school year), employees who  
18 receive a coverage incentive will receive credit towards the Participation  
19 Requirements of the Career Ladder.

20 (g) **Data:** Data related to coverage shall be shared monthly with the TALC  
21 Labor/Management Committee, including but not limited to a count of:  
22 "Coverage - Absence", "Coverage - Vacancy", "Coverage - ED Approval",  
23 "Administrative Tasks", total coverage by employee, and total coverage by  
24 school. The TALC Labor/Management Committee will review data regularly to  
25 ensure implementation supports shared interests related to equity.

26 (h) **Duration:** This article will remain in place for the remainder of FY23 (2022-  
27 2023 school year) and FY24 (2023-2024 school year) or until the exhaustion of  
28 the \$8.2 million per year in ESSER funding allocated for coverage. If ESSER  
29 funding is exhausted, the parties will return to the language in place prior to  
30 the introduction of ESSER funding. All District employees must be notified  
31 prior to the exhaustion of ESSER funding.

32 (i) **Rewrite:** The parties agree that in FY24 (2023-2024 school year) they will  
33 bargain a clear and concise re-write of Article 10.04 (Instruction During Missed  
34 Planning and Classroom Coverage) in good faith. If no agreement is reached  
35 prior to July 1, 2024, the parties will return to the language in place prior to the  
36 introduction of ESSER funding.

37  
38  
39 **10.05 – PAY DELIVERY**  
40

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

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

7 **(1) Summer Pay Options:** Employees will have the option of requesting:  
8 a single "balance of contract" payment option for the summer, or a "pay  
9 through summer" payment option.

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

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

17  
18 **(2) Payment Method:** All employees shall be paid by direct deposit or District  
19 provided pay card.

20  
21 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified  
22 of a need for paycheck adjustments. Arrangements for handling paycheck  
23 adjustments will be made directly with the employee. Every effort will be made to  
24 resolve paychecks adjustments within the calendar year to ensure accurate reporting  
25 of wages for tax purposes.

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

29  
30 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be  
31 treated in accordance with Florida Statute, Chapter 119.

32  
33 **(5) Payment of Supplements:** Supplements will not be paid until ratification of the  
34 contract covering the school year during which the supplement is provided, or  
35 September 30, whichever is earlier. Supplements may only be split between two  
36 employees with each receiving half of the total amount.

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

39 **(b) Athletics:** Full amount paid in lump sum at the end of the season or evenly

1 spread among paychecks during the season. Employees hired after the first  
2 day of the season may receive a single lump sum payment of half of the total  
3 amount.

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

7  
8 **10.06 – CHANGES IN COMPENSATION:** Changes in base salary will be at a fixed rate  
9 based upon a standard work year and work day for a full-time employee, i.e. 196  
10 days, 7.6 hours per day, 1.0 FTE, unless otherwise stated. Changes will be applied  
11 in the following order:

12  
13 **(1) Performance-Based Pay:** In accordance with Florida Statute 1012.22,  
14 performance-based salary increases will be available to employees based on FY22  
15 (2021-2022 school year) Final Performance Evaluation Rating and classification as  
16 “Eligible” or “Ineligible” for Career Ladder Movement. In accordance with Florida  
17 Statute, a greater amount will be provided to the employees in each classification  
18 with a Final Performance Evaluation rating of “Highly Effective.”

19 **(a) FY23 Career Ladder Movement:** A Memorandum of Understanding (MOU)  
20 was executed, authorizing payment for all instructional staff who were eligible  
21 for the FY23 Career Ladder Movement. Eligible employees received an  
22 increase in base salary of \$1,000.00.

23 **(b) FY22 Final Performance Evaluation Rating:** Instructional staff who are  
24 Annual Contract status and employed by the District at the time of ratification  
25 will receive an increase in base salary of \$1,335.00 if they received an FY22  
26 Final Performance Evaluation Rating of “Highly Effective” and \$1,000.00 if they  
27 received an FY22 Final Performance Evaluation Rating of “Effective.”  
28 Instructional staff who are Professional Services Contract status or Continuing  
29 Contract status and employed by the District at the time of ratification will  
30 receive an increase in base salary of \$1,000.00 if they received an FY22 Final  
31 Performance Evaluation Rating of “Highly Effective” or “Effective.” Instructional  
32 staff who did not receive an FY22 Final Performance Evaluation Rating or who  
33 received a rating of “Needs Improvement/Developing” or “Unsatisfactory” are  
34 not eligible for a performance-based increase.

35 **(2) Teacher Salary Increase Allocation (TSIA):** In accordance with Florida Statute  
36 1011.62(14), effective July 1, 2022, the minimum base salary for all instructional staff  
37 will be increased by \$750.00 from \$47,500.00 to \$48,250.00 and the minimum base  
38 salary for Special Instructional Staff will be increased by \$750.00 from \$52,500.00 to  
39 \$53,250.00. All Instructional Staff who are employed by the District at the time of

1 ratification will receive an increase to the newly established minimum base salary  
2 and the new hire salary schedule will be adjusted accordingly.

3  
4 **(3) Longevity Pay:** In order to acknowledge the dedicated service of District  
5 employees, longevity supplement amounts will be increased to the amounts below:  
6

Years (L)	Current Amount <i>(pre-ratification and Board Approval)</i>	Increased Amount <i>(post-ratification and Board Approval)</i>
10 to 14	\$250.00	\$625.00
15 to 19	\$500.00	\$1,250.00
20 to 24	\$1,000.00	\$2,500.00
25 to 29	\$2,000.00	\$5,000.00
30 or More	\$2,500.00	\$6,250.00

7  
8 Effective March 1, 2023, payment of the difference in increased amounts will be  
9 issued prospectively for the remainder of FY23 (2022-2023 school year), beginning  
10 March 31, 2023, and will be spread among all pay periods in FY24 (2023-2024 school  
11 year).  
12

13 **(4) One-Time Bonuses:**

14 **(a) Federally Funded Retention Bonus:** Utilizing federal funding made available  
15 as part of the Elementary and Secondary School Emergency Recovery (ESSER)  
16 program, instructional staff will be eligible for a one-time bonus in the amount  
17 of \$1,200.00, if they are employed on March 1, 2023. Employed is defined as  
18 payroll active, actively working, and with no break in service. Payment will be  
19 issued on March 31, 2023.

20 **(b) District Funded Retention Bonus:** Utilizing District funding made available  
21 as part of a thorough review at the direction of the Board and Superintendent,  
22 instructional staff will be eligible for a one-time bonus in the amount of  
23 \$1,200.00, if they are employed on March 1, 2023. Employed is defined as  
24 payroll active, actively working, and with no break in service. Payment will be  
25 issued on March 31, 2023.  
26

27 **(5) Instructional Supplements**

28 **(a) Title I Schools:** In accordance with Florida Statute 1012.22, instructional  
29 staff assigned to a Title I School will be eligible for a supplement in the amount  
30 of \$100.00.

31 **(b) Turnaround Schools:** In accordance with Florida Statute 1012.22, effective

1 July 1, 2022, instructional staff assigned to schools that received a grade of "F"  
2 or "D" will be eligible for the Turnaround Schools supplement in the amount  
3 of \$4,000.00 and the supplement will remain in effect for at least one (1) year  
4 following improvement in the school grade.

5 **(c) Critical Shortage Area:** In accordance with Florida Statute 1012.22,  
6 instructional staff who are certified and teaching in a Critical Shortage Area, as  
7 identified by the Florida Department of Education (FL DOE), will receive a  
8 supplement in the amount of \$200.00.

9  
10  
11  
12  
13  
14

## ARTICLE 11 – BENEFITS

1 **11.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance  
2 through the District’s medical plan and group term life insurance for all eligible  
3 employees. Effective April 1, 2016, the Board will provide major medical insurance  
4 through a program offered by Aetna Inc. (Aetna).  
5

6 **(1) Eligibility:** Employees who are regularly scheduled to work thirty (30) or more  
7 hours per work week are eligible for Board provided medical and life insurance  
8 coverage as described in this article; except that, employees who were employed with  
9 the Board as of January 4, 1996, and who were, at that date, and continue to be,  
10 regularly scheduled to work twenty (20) or more hours per work week, shall continue  
11 to be eligible for Board provided major medical insurance and group term life  
12 insurance as described in this article.  
13

14 **11.02 – FLEX CREDITS:** Effective April 1, 2023, the Board shall contribute \$9,213.60 into  
15 Flex Credits for each employee who is enrolled in Board-Provided Benefits and an  
16 additional \$4,000.00 for each employee who elects to enroll in spouse or dependent  
17 coverage  
18

19 **(1) Application:** Flex Credits are to be applied by employees toward the purchase  
20 of their own major medical insurance, dependent medical insurance, dental  
21 insurance, vision insurance, critical illness insurance, accident insurance, and/or  
22 cancer insurance.  
23

24 **(2) HSA Plan:** For employees who elect a HSA plan, any flex credits in excess of the  
25 employee only medical plan premium will be deposited into the employee’s HSA  
26 account with the District’s HSA vendor and will not be applied to dependent medical  
27 insurance, dental insurance, vision insurance, critical illness insurance, accident  
28 insurance, and/or cancer insurance.  
29

30 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall  
31 not exceed the Flex Credits amount. Regardless of the benefits elected, the employee  
32 shall not receive cash from the Flex Credits.  
33

34 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its  
35 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary  
36 benefits included in the Flex Plan may be purchased pre-tax through payroll  
37 deduction or with Flex Credits.

1  
2 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for  
3 benefits have the option to waive participation in the Flex Plan within the first  
4 thirty (30) days of employment. Regular employees eligible for benefits are allowed  
5 to change their Flex Plan status during the annual enrollment period or within sixty  
6 (60) days following a qualified family status change. Enrollment in any individual  
7 benefit included in the Flex Plan remains binding until the employee changes their  
8 benefit election. Such changes may only be made during the Open Enrollment  
9 period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60)  
10 days (to drop a benefit) following a qualified family status change, and must be made  
11 on the appropriate enrollment change form. Changes made during the Open  
12 Enrollment period will become effective the first day of the new benefit plan year.

13  
14 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional  
15 medical and/or dependent care Flexible Spending Accounts, which allow those  
16 employees to pay for qualified medical and dependent care expenses with pre-tax  
17 payroll deductions. Flex Credits may not be directed to Flexible Spending Accounts.

18  
19 **11.04 - MAJOR MEDICAL INSURANCE:** The Board will provide major medical  
20 insurance through the District's medical plan to each eligible employee. Effective  
21 April 1, 2019, the Board will provide major medical insurance through four (4) Aetna  
22 self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and High Deductible  
23 Health Plan (HDHP). Such coverage shall become effective the first of the month  
24 following a forty-five (45) day waiting period from date of employment. The date of  
25 employment shall be included as one of the forty-five (45) days.

26  
27 **11.05 - OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of  
28 medical insurance coverage shall be allowed to decline coverage under the School  
29 District's medical plan. Employees shall receive \$25.00 per paycheck (24 pay periods)  
30 or \$30.00 per paycheck (20 pay periods) of Flex Credits to spend on voluntary  
31 benefits (dental, vision, and/or cancer).

32 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00)  
33 of group term life insurance for each eligible employee, with an additional twenty  
34 thousand dollars (\$20,000.00) accidental death and dismemberment (AD&D)  
35 insurance. Coverage shall begin on the first of the month following a forty-five (45)  
36 day waiting period from date of employment. The date of employment shall be  
37 included as one of the forty-five (45) days.

38  
39 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group

1 benefits available to all eligible employees. Employees who participate in voluntary  
2 benefits must do so at their own expense or with available Flex Credits. Voluntary  
3 benefits shall be recommended by the Insurance Task Force and approved by the  
4 Board.

5  
6 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more  
7 hours per work week are eligible for the optional group voluntary benefits offered  
8 by the Board.

9  
10 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees  
11 in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

12  
13 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be  
14 transferred out of the fund without the recommendation of the Insurance Task  
15 Force.

16  
17 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS)  
18 and contributes on behalf of all eligible employees.

19  
20 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf  
21 of all eligible employees.



## ARTICLE 12 – LEAVE

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

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

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

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

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

34  
35 **(5) Return from Extended Leave:** A teacher having been granted leave for the school  
36 year or for the remaining part thereof, who desires to return to duty the next school  
37 year, shall so notify the Superintendent in writing by April 1. Upon the return of the

1 employee on leave, the replacement employee shall be placed in a similar or  
2 comparable position with the District.

3  
4 **(6) Leave Approval:** All requests for leave shall be submitted on the proper form  
5 and shall be subject to approval or disapproval by the Superintendent.

6  
7 **(7) Leave Disposition:** All teachers making an application for leave shall be notified in  
8 writing of the disposition of such leave on the form provided by the Board.  
9 Reasonable effort will be made to ensure notification of the employee regarding the  
10 disposition of the leave prior to the date for which leave is requested.

11  
12 **12.02 - TYPES OF LEAVE:**

13  
14 **(1) Sick Leave:** Any teacher on a full-time basis shall be entitled to four days of sick  
15 leave as of the first day of employment during each contract year and thereafter  
16 shall accrue one (1) day of sick leave credit for each month of employment. The  
17 employee must work one day more than half of the scheduled work days in the  
18 month to earn one day of sick leave for the month. Sick leave shall be credited to the  
19 teacher at the end of the month and may not be used prior to the time it is earned  
20 and credited, provided that no teacher may earn more than one (1) day of sick leave  
21 times the number of months of employment during the school year. Such leave shall  
22 be cumulative (actual number of hours earned) from year to year without limit to  
23 the number of hours that may be accrued. Any leave charged against accrued sick  
24 leave shall be with full compensation. As stated above, the teacher receives four (4)  
25 sick days at the end of the first day of the contract year, but does not actually earn  
26 those four (4) days until he/she has worked four (4) months of the contract year.  
27 Therefore, if termination occurs when the employee has used more sick days than  
28 he/she has earned that contract year, and if he/she has no sick leave accumulated  
29 from prior years, the School Board will withhold the amount of the teacher's daily rate  
30 of pay for each sick day used that has not been earned. Also, if an employee who  
31 is eligible for terminal sick pay benefits terminates before completion of their  
32 contract year, the number of sick leave days for which he/she receives benefit shall  
33 not exceed the number of sick leave days accumulated prior to the beginning of  
34 that contract year plus one (1) sick leave day for each month of actual employment  
35 in the contract year during which termination occurs.

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

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

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

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

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

16               **(1) Increments:** Sick leave may be claimed for a minimum of one-half  
17 (1/2) day. One-half (1/2) day shall be defined as one-half the number of  
18 hours defined as the teacher's regular work day.

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

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

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

32               **(5) Request for Extended Sick Leave:** An application for sick leave due  
33 to an extended illness (not fewer than twenty (20) days) shall have  
34 attached to it a statement from a practicing physician certifying that  
35 such leave is essential and indicating the probable duration of the  
36 illness and needed leave.

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

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

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

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

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

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

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

15  
16 (2) **Illness or Injury In-Line-Of-Duty Leave** Any full-time regular employee shall be  
17 entitled to illness- or injury-in-line-of-duty leave with pay, less any Workers'  
18 Compensation payments, for a period not to exceed ten (10) work days per fiscal  
19 year regardless of the number of illnesses or injuries, nor to exceed ten (10) days  
20 per any single illness or injury when that illness or injury continues or recurs from  
21 one fiscal year to succeeding fiscal years, except as provided in this Agreement,  
22 when he/she has to be absent from work because of personal injury received in  
23 the discharge of their duties. Illness-in-line-of-duty leave is intended to deal with  
24 the illnesses normally known as childhood diseases such as, but not limited to,  
25 mumps, measles and chicken pox. This leave does not include normal adult illnesses  
26 such as colds and influenza. This leave is non-accumulative. In addition to the  
27 conditions listed below, for both illness- and injury-in-line-of-duty, the Board  
28 reserves the right to request a second concurring medical opinion from a  
29 physician designated by the Board. Any additional expense incurred as a result of this  
30 requirement will be paid by the Board.

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

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

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

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

1 to change the medical provider after initial consultation.

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

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

7 **(2) Time Limit:** Any employee who has claim for compensation while  
8 absent because of injury or illness incurred as prescribed herein, shall  
9 file a claim on the standard form provided by the Board with their  
10 principal or other immediate supervisor by the end of the fifth working  
11 day following the teacher's return to duty after the leave or illness-in-  
12 line-of-duty.

13  
14 **(3) Personal Leave:** Any teacher desiring personal leave shall make written  
15 application for such leave. The teacher shall not be entitled to compensation while on  
16 personal leave except as provided herein. The Board and the Association agree that  
17 the purpose of personal leave is to allow the employee to attend to personal  
18 business or matters which cannot be attended to outside of the employee's regular  
19 workday. Examples of personal business include but are not limited to, legal and  
20 judicial proceedings, family weddings or graduation, civic functions, etc. Employees  
21 who are found to be in violation of this section through misuse of personal leave  
22 may be subject to disciplinary action.

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

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

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

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

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

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

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

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

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

11 (3) **Procedure:** The following procedure will be used when a teacher  
12 requests personal leave charged to sick leave:

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

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

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

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

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

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

1 absence will impact the instructional setting or the work setting.

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

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

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

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

24 **(a) Return:** return to work,

25 **(b) Request:** file a request to extend the leave or

26 **(c) Resign:** resign

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

31 **(a) Return:** return to work,

32 **(b) Request:** file a request to extend the leave, or

33 **(c) Resign:** resign

34 **(6) Job Restoration:** Upon return from an extended leave, an employee  
35 shall be restored to the same or an equivalent position. An equivalent  
36 position must be at the same pay, benefits, and working conditions,  
37 include the same privileges, prerequisites and status, and involve the  
38 same or substantially similar duties and responsibilities. The equivalent  
39 position must be located at the same or geographically proximate work

1 site unless the employee's request for transfer has been accepted.

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

22  
23 **(5) Military Leave:** Military leave shall be granted in accordance with applicable state  
24 and federal law. Nothing herein shall be construed to expand any military leave  
25 privileges other than those provided by applicable state and federal law.

26  
27 **(6) Jury Duty Leave:** Any regular teacher, including those employed expressly for  
28 summer school, who is summoned as a member of a jury panel shall be granted  
29 temporary duty leave with pay. The Board shall not reimburse the teacher for meals,  
30 lodging and travel expenses incurred while serving as a juror. Jury fees paid by the  
31 court for such purpose may be retained by the teacher.

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



1  
2 **(8) Extended Professional Leave:**

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

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

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

13 **(d) Recommendation:** The applicant must provide a written recommendation  
14 from their supervisor.

15 **(e) Eligibility:** The applicant must possess a valid Florida teaching certificate  
16 and must have been continuously employed in the District for five (5) years.  
17 Military leave, extended illness, or maternity leave shall not be considered an  
18 interruption of service.

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

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

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

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

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

34 **(k) Failure to Return:** In the event the employee should not return to the District  
35 for the three (3) years, he/she shall reimburse the Board for salary as follows:

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

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

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

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

6           **(m) Board Discretion:** Approval of extended professional leave is a discretionary  
7           decision of the Board and is not subject to the grievance procedure.  
8

9           **(9) Temporary Duty Leave:** Upon the approval of the Superintendent, a teacher may  
10          be assigned to be temporarily away from their regular duties and/or place of  
11          employment for the purpose of performing other educational services, including but  
12          not limited to participation in surveys, professional meetings, study courses,  
13          workshops, professional organizational meetings, and similar services of direct and  
14          long-term benefit to the educational program. Such assignment may be initiated by  
15          the principal or other immediate supervisor, the Superintendent or by the individual  
16          who desires the temporary duty. Temporary duty, when approved by the  
17          Superintendent, shall be with full compensation of salary. Each request for  
18          temporary duty shall be filed with the teacher's principal or other immediate  
19          supervisor as early as possible but at least one (1) week in advance of the effective  
20          date of the temporary duty. In the event that temporary duty leave is denied, the  
21          administrator denying the leave shall provide the reasons for the denial in writing to  
22          the teacher at the time of denial.

23          **(a) Summer Coursework:** Employees enrolled in a degree-seeking program  
24          may be eligible to apply for temporary duty leave of up to a total of five (5)  
25          days during pre- or post-school planning as needed to attend summer school  
26          classes for completion of the degree. Application for this leave must be  
27          submitted at least twenty (20) days prior to the close of the teacher's work  
28          year and will be subject to review and approval by the professional leave  
29          committee as defined in Article 12.02(8).  
30

31          **(10) Family and Medical Leave:** All provisions of this section shall be effective for School  
32          Board employees July 1, 1994, and shall be interpreted so as to comply with the  
33          requirements, including definitions, of the Family and Medical Leave Act of 1993,  
34          and any applicable implementing regulations. No provision in this section shall  
35          operate to limit or reduce leaves provided under other contract terms.

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

39          **(b) Reasons for Leave:** Eligible employees shall be granted FMLA leave: 1) to

1 care for the employee's child after birth, or following placement for adoption  
2 or foster care; 2) to care for the employee's spouse, son or daughter or  
3 parent, who has a serious health condition; or 3) because of a serious health  
4 condition that makes the employee unable to perform the functions of the  
5 employee's job; (4) to use for any qualifying exigency arising out of the fact that  
6 a covered military member (member of the National Guard and Reserves) is  
7 on active duty or called to active duty status in support of a contingency  
8 operation. A qualifying exigency is defined as follows: a. Short-notice  
9 deployment; b. Military events and related activities; c. Childcare and school  
10 activities; d. Financial and legal arrangements; e. Counseling; f. Rest and  
11 recuperation; g. Post-deployment activities; h. Additional activities not  
12 encompassed in the other categories, but agreed to by the Board and  
13 employee; or (5) to care for a covered service member with a serious illness or  
14 injury incurred in the line of duty while on active duty. Such eligible employees  
15 shall be permitted to take up to 26 work weeks of leave in a 12-month period.  
16 **(c) Leave Entitlement:** An eligible employee is entitled to take up to a total of  
17 twelve (12) work weeks of FMLA leave in a 12-month period, to be measured  
18 backwards from the commencement date the employee uses FMLA leave. An  
19 eligible employee taking leave under Article 12.02(10)(b) shall be permitted  
20 to take up to 26 work weeks of leave in a 12-month period.  
21 **(d) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be  
22 taken intermittently whenever it is medically necessary to take care of a  
23 seriously ill spouse, child or parent of the employee, or because of the  
24 employee's own serious health condition making the employee unable to  
25 work. Intermittent leave may be taken in increments of one or more days or  
26 partial days. Certification of the need for intermittent leave, and the leave  
27 schedule, shall be provided by the health care provider. Employees needing  
28 intermittent FMLA leave must attempt to schedule their leave so as to  
29 minimize disruption to the District's operations. The District may assign an  
30 employee to an alternative position on a temporary basis with equivalent pay  
31 and benefits that better accommodates the employee's intermittent leave  
32 schedule. Intermittent FMLA leave must be requested by the employee in  
33 writing at least thirty (30) days in advance, or as soon as is practicable.  
34 **(e) Maintenance of Group Medical Insurance:** The Board shall maintain an  
35 employee's medical insurance coverage during FMLA leave to the same extent  
36 coverage was provided to the employee prior to taking FMLA leave, for a period  
37 not to exceed twelve (12) weeks during the applicable twelve (12) month  
38 period and for 26 weeks during the applicable twelve (12) month period if  
39 eligible for leave under Article 12.02(10)(b). Medical insurance premiums

1 which had been paid by the employee prior to FMLA leave for any dependent  
2 coverage must continue to be paid by the employee during the FMLA leave  
3 period. If such payments are not made by the employee, the dependent's  
4 insurance coverage will lapse and no benefits will be paid for claims incurred  
5 while the policy has lapsed. When the employee is reinstated, and payroll  
6 deduction of dependent's premiums resumes, the dependent's insurance will  
7 be reinstated with the same coverage as prior to the lapse.

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

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

21 **(h) Failure to Return:** At the start of any FMLA leave, the employee must state  
22 whether they intend to return at the end of the leave. If the employee does not  
23 intend to return, the employee will be deemed to have resigned voluntarily,  
24 and no FMLA benefits will be provided. If the employee states that they intend  
25 to return, and then fails to return, for reasons other than 1) the continuation  
26 of a serious health condition of the employee or a covered family member or  
27 2) circumstances beyond the employee's control (certification required within  
28 30 days of failure to return for either reason), the employee must promptly  
29 reimburse the Board for the cost of insurance provided by the Board during  
30 the leave. If the employee fails to do so, the Board may take action to recover  
31 the premiums paid.

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

37 **(j) Medical Certification:** Employees requesting FMLA leave due to a serious  
38 health condition of the employee, or of the employee's spouse, child or  
39 parent, are required to submit a certification from a health care provider,

1 verifying that the leave is medically necessary. If the Board deems a medical  
2 certification incomplete or insufficient, the Board must specify in writing what  
3 information is lacking, and give the employee 14 calendar days to cure the  
4 deficiency. Form WH-380 shall be used. The Board may require an employee  
5 to obtain a second medical certification, at the Board's expense. The second  
6 health care provider may not be employed on a regular basis by the District. If  
7 the opinions of the first and second health care provider differ, the Board may  
8 require a third medical certification, again at the Board's expense, from a  
9 health care provider selected by the employee from a mutually agreed upon  
10 list maintained by the Director of Insurance and Benefits Management. The  
11 third opinion shall be final and binding. In all cases the Board may request a  
12 recertification of an on-going condition every six months in conjunction with an  
13 absence.

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

22  
23 **12.03 - INSURANCE COVERAGE:** The insurance coverage of any employee who is  
24 granted a leave terminates on the first scheduled pay day that the employee does  
25 not receive a paycheck, except as otherwise provided by law or this agreement. To  
26 continue insurance coverage during the leave period, the employee must remit all  
27 premiums due thereafter when permitted.

#### 28 . 29 **12.04-TERMINAL PAY BENEFITS**

30  
31 **(1) Eligibility:** A regular full-time teacher, upon application, after ten years of  
32 creditable service in a retirement plan established by the Florida Legislature, shall be  
33 entitled to terminal pay at the time of:

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

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

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

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

1 beneficiary.

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

8 **(a) One to Three District Years:** during the years of service one through three  
9 (1-3) in the District, thirty-five (35) percent of the hours of accumulated  
10 sick leave shall be multiplied times the base rate of pay

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

14 **(c) Seven to Nine District Years:** during the years of service seven through nine  
15 (7-9) in the District, forty-five (45) percent of the hours of accumulated sick  
16 leave shall be multiplied times the number of days of accumulated sick leave;  
17 or

18 **(d) Ten to Twelve District Years:** during the years of service ten through twelve  
19 (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave  
20 shall be multiplied times the base rate of pay

21 **(e) Thirteen or More District Years:** during and after the thirteenth (13<sup>th</sup>) year of  
22 service in the District, one hundred (100) percent of the hours of accumulated  
23 sick leave shall be multiplied times the base rate of pay

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

30  
31 **(4) Special Pay Plan:** Teachers shall participate in the Special Pay Plan upon  
32 retirement, participation in the Florida Retirement System DROP program or upon  
33 termination from District employment. Teachers who have \$1,000.00 or more of  
34 terminal pay for unused accumulated sick leave and/or payments for unused annual  
35 leave shall have all eligible funds placed in the Special Pay Plan subject to the specific  
36 provisions of the plan.

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

39 **(b) Termination of Plan Participation:** Bargaining Unit Participation in the Plan

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

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

5 **(d) Hold Harmless:** Plan participants who separate from employment before  
6 the calendar year in which they turn age 55 and who elect to withdraw funds  
7 prior to age 59½ are subject to a 10% early withdrawal penalty by the IRS.  
8 The District will hold harmless (make whole) teachers who fall within this  
9 category if they request all of their funds from the Plan Administrator within  
10 60 days of actual retirement or termination of employment with the District.  
11

12 **12.05 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a  
13 pool of emergency sick leave days from which contributors may draw after their own  
14 accumulated sick leave has been exhausted. Nothing in this section shall be  
15 interpreted to change any of the provisions in other sections of this Article except  
16 as it provides for additional days of sick leave with pay for members of the SLB. The  
17 District has several Sick Leave Banks. When a Sick Leave Bank member changes  
18 positions which would require a change to a new Sick Leave Bank, that person shall  
19 be treated as a new member and must give up one sick day for membership in the  
20 new bank. However, if the member has donated a day within the same fiscal year,  
21 that day may be transferred to the new bank.  
22

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

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

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

27 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October  
28 15<sup>th</sup>.  
29

30 **(2) Application:** Application forms for membership shall be provided to teachers at  
31 their school centers during preschool planning days. Sick leave days donated to the  
32 bank will not be returned except as hereafter provided.  
33

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

1  
2 **(4) Duration:** If membership in the bank and the number of days in the bank should  
3 fall below three hundred (300), the bank shall be discontinued and days remaining  
4 in the bank shall be distributed as provided elsewhere in this section.

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

14  
15 **(6) Benefits:** The SLB shall be used only by the SLB member for their own personal  
16 illness or disability and may not be used because of the illness, disability or death of  
17 any other person.

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

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

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

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

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

39 **(c) Request Denial:** Questions raised by Human Resources concerning the



1 eligibility of an employee to receive benefits will be reviewed by the Overview  
2 Committee which will make the final determination as to eligibility for  
3 benefits. In cases denied, the Overview Committee shall provide, in writing,  
4 reason(s) for such denial. The applicant may appeal their request to the  
5 committee for reconsideration within ten (10) days from receipt of denial. The  
6 Overview Committee's determination is not subject to the grievance procedure  
7 and arbitration.

8  
9 **(7) Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent.  
10 Upon a finding of such abuse, the teacher shall be required to repay all of the sick  
11 leave credits drawn from the SLB and shall be subject to such other disciplinary  
12 action as determined by the School Board to be appropriate.

13  
14 **(8) Discontinuance:** If it should become necessary to discontinue the SLB, unused sick  
15 leave in the bank will be distributed in the following manner:

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

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

27 **(c) More than Half the Number of Members:** If the number of unused sick leave  
28 days in the bank is more than one-half (1/2) but less than or equal to the  
29 number of members in the bank, each member will receive one-half (1/2) of  
30 one of the unused days to be credited to their personal accumulated sick leave  
31 account. Those days exceeding one-half (1/2) of the number of members in the  
32 bank will be dispensed of at the sole discretion of the Board whose decision  
33 will be final and not subject to the grievance procedure and arbitration.

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

38 **(e) Less than Half the Number of Members:** If the number of unused sick leave  
39 days in the bank is less than one-half (1/2) of the number of members in the

1 bank, all of the days will be disposed of at the sole discretion of the Board  
2 whose decision will not be subject to the grievance procedure and arbitration.  
3

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

10 **(10) Closing of Sick Leave Bank:** Effective April 1, 2019, the SLB will close. The TALC  
11 Labor/Management Committee will bring a recommendation about the future of the  
12 SLB to the bargaining teams for consideration in FY24 (2023-2024 school year).  
13

14 **12.06 – SHARED SICK LEAVE:** All employees covered by this contract may donate  
15 accrued, earned sick leave to their spouse (person to whom the donor employee is  
16 legally married at the time of donation), child (natural or adopted, but not step-child),  
17 parent (mother or father of the donor employee), or sibling (brother or sister of the  
18 donor employee, but not step-sister or step-brother) who is also a regular part-time  
19 or full-time district employee (not a temporary employee or substitute).  
20

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

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

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

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

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

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

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

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

8 (h) **Recipient Accrual:** The recipient will not accrue leave while using the sick  
9 leave donated by the spouse, child, parent, or sibling.

10 (i) **Record of Denial:** The Payroll Department will retain on file, a copy of the  
11 returned letters including the explanation denying the requested transfer.

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

15 (k) **Unused Donation:** Any unused donated sick leave shall revert to the donor  
16 employee upon the recipient employee's return to work or termination of  
17 employment.

18 (l) **Donor Retirement/Termination:** If a donor employee retires or terminates,  
19 any unused shared sick leave of the recipient will revert back to the donor  
20 employee as of the last date of employment.

21 (m) **Exemption:** Donated sick leave cannot be used by the recipient for the  
22 purpose of terminal pay.

23  
24 (2) **Hold Harmless:** The Association, its officers or agents and the members of the unit  
25 shall hold the Board, its officers, employees and agents harmless from any and all  
26 claims which may be brought by any of its members of the unit or authorized  
27 litigant with the establishment or administration of the shared sick leave policy.

28  
29 **12.07 – REWRITE:** The TALC Labor/Management Committee will execute a  
30 Memorandum of Understanding (MOU) in FY23 (2022-2023 school year) that includes  
31 a clear and concise re-write of Article 12 (Leave) to be effective July 1, 2023 for FY24  
32 (2023-2024 school year).

## ARTICLE 13 – PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing instructional staff with opportunities to participate in  
2 the decision-making process has a positive impact on employee retention, especially  
3 whenever there is a potential impact to the work being done in the classroom, school,  
4 or department. The interest-based process and good faith efforts to maintain a  
5 collaborative relationship through bargaining related committees reduces the  
6 likelihood of labor disputes allowing all staff the ability to focus on student  
7 achievement.  
8

9 **(1) Bargaining Related Committees:** Bargaining related committees are made up of  
10 both District and TALC appointed members and each committee is assigned specific  
11 duties. Committees are assigned to review contract language to identify potential  
12 issues, in order to present recommendations to the bargaining teams or the TALC  
13 Labor/Management Committee. Bargaining related committee meetings are  
14 regularly scheduled and records of meetings should be kept.  
15

16 **(2) Leave:** Employees participating as members of Bargaining Related Committees  
17 or School Advisory Councils may, at the discretion of the supervisor, be eligible for  
18 Temporary Duty as described in Article 12.09 to attend meetings when held away  
19 from the employee’s work site.  
20

21 **13.02 - TALC LABOR/MANAGEMENT COMMITTEE:** The TALC Labor/Management  
22 Committee is a standing committee that meets on a regularly scheduled basis. The  
23 TALC Labor/Management Committee shall be made up of four (4) members, two (2)  
24 from management and (2) from labor. Subject Matter Experts may be invited to  
25 participate in TALC Labor/Management Committee meetings. The TALC  
26 Labor/Management Committee is responsible for day to day contract administration,  
27 including oversight of bargaining related committees and subcommittees, ensuring  
28 the successful implementation of negotiated contract language, and executing  
29 memorandums of understanding (MOUs).  
30

31 **(1) District and Site-Based Committees:** The creation or elimination of bargaining  
32 related committees may be done with the approval of the TALC Labor/Management  
33 Committee or the bargaining teams. The TALC Labor/Management Committee shall  
34 assist in scheduling bargaining related committee meetings and shall  
35 make every reasonable effort to avoid scheduling meetings during  
36 student contact time, while recognizing the need in some instances to  
37 meet during the regularly scheduled work day. The TALC

1 Labor/Management Committee is responsible for the appointment of  
2 members to all District-Based Committees, with each side having the final  
3 say in the appointment of members to represent their interests. The TALC  
4 Labor/Management Committee shall review the parameters for site-based  
5 participatory decision making.  
6

7 **13.03 – DISTRICT-BASED COMMITTEES:**  
8

9 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that  
10 meets on a regularly scheduled basis. The Insurance Task Force shall be made up of  
11 sixteen (16) members, eight (8) from management, including the chairperson, and  
12 eight (8) from labor, with equal representation for each association representing an  
13 affected bargaining unit. The Insurance Task Force shall review existing insurance  
14 programs and workers’ compensation issues. The Insurance Task Force will explore  
15 alternatives, improvements, changes, and specifications to the existing insurance  
16 programs. In order to be implemented, any committee recommendations that alter  
17 articles of this agreement or any of the medical plan benefit description documents  
18 shall be incorporated by reference in the agreement after they have been ratified by  
19 both the Board and the Association.

20 **(a) Timelines:** The parties agree to use the Interest Based process when  
21 requested by a super majority of TALC Bargaining Unit representatives, SPALC  
22 Bargaining Unit representatives, or District representatives. When using the  
23 Interest Based process, the parties will develop a decision-making timeline by  
24 mutual agreement of the parties which allows ample opportunity to discuss  
25 the issues of concern. In the event that a deadline for decision making lapses,  
26 the parties will revert to using majority vote to honor the deadlines in the  
27 agreed upon decision-making timeline.  
28

29 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a  
30 standing committee that meets on a regularly scheduled basis. The District  
31 Safety/Security Committee shall be made up of sixteen (16) members, eight (8) from  
32 management, including the chairperson, and eight (8) from labor, with equal  
33 representation for each association representing an affected bargaining unit. The  
34 District Safety/Security Committee shall review district safety plans and unresolved  
35 site safety/security issues. Any committee recommendations shall be sent to the  
36 Superintendent’s designee and the TALC Labor/Management Committee by the  
37 chairperson.  
38

39 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a

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

11  
12 **(4) Instructional Supplement Committee:** The Instructional Supplement Committee  
13 is a standing committee that meets on a regularly scheduled basis. The Instructional  
14 Supplement Committee shall be made up of twelve (12) members, six (6) from  
15 management, including the chairperson, and six (6) from labor. The Instructional  
16 Supplement Committee shall review existing instructional supplements to address  
17 concerns regarding instructional supplements. Any committee recommendations  
18 shall be sent to the bargaining teams or the TALC Labor/Management Committee.

19  
20 **(5) Turnaround School Committee:** The Turnaround School Committee is a standing  
21 committee that meets on a regularly scheduled basis. The Turnaround School  
22 Committee shall evaluate and develop options to assist in improving working  
23 conditions at schools receiving the Turnaround School supplement.

24  
25 **(6) District Student Discipline Committee:** The District Student Discipline Committee  
26 is a standing committee that meets on a regularly scheduled basis. The District  
27 Student Committee shall be made up of sixteen (16) members, eight (8) from  
28 management, including the chairperson, and eight (8) from labor, with equal  
29 representation for each association representing an affected bargaining unit. The  
30 District Student Discipline Committee shall review the Student Code of Conduct. Any  
31 committee recommendations shall be sent to the Superintendent's designee and the  
32 TALC Labor/Management Committee by the chairperson.

33  
34 **13.04 – SITE-BASED COMMITTEES:** Instructional staff that serve on school-based  
35 committees represent the interests of individual worksites, therefore committee  
36 members will be elected by the instructional staff assigned to that worksite.  
37 Committee members will be elected by secret ballot election, to be counted by the  
38 Association's lead representative for the site and a site-based administrator. The  
39 Association's lead representative or their designee shall be included on all school-

1 based committees.

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

11  
12 **(2) School Calendar Committee:** The School Calendar Committee is a standing  
13 committee that meets on a regularly scheduled basis. The School Calendar  
14 Committee shall be made up of no less than four (4) members, two (2) school-based  
15 administrators and two (2) members of the instructional staff. Prior to the beginning  
16 of each semester, the School Calendar Committee will develop a school calendar that  
17 includes anticipated dates and times for faculty meetings and school-related events.  
18 School calendars should indicate whether instructional staff attendance is  
19 mandatory or voluntary. The School Calendar Committee should also be involved in  
20 planning the schedule for the pre-school week, which is subject to the approval of  
21 administration.

22  
23 **(3) School or Site-Based Safety/Security Committee:** The School Safety/Security  
24 Committee is a standing committee that meets on a regularly scheduled basis. The  
25 School Safety/Security Committee shall be made up of no less than four (4) members,  
26 two (2) school-based administrators and two (2) members of the instructional staff.  
27 Committee members may make a written request for an emergency meeting of the  
28 School Safety/Security Committee. Written requests for an emergency meeting  
29 should specify the reason for the request and should include the Safety & Security  
30 Department. Requests must be responded to within 5 days.

### 31 32 **13.05 – WAIVER OF CONTRACT LANGUAGE**

33  
34 **(1) Request:** The Instructional Leadership Committee at any site may request a  
35 waiver of contract language in Article 5 (General Employment Practices), Article 6  
36 (Working Conditions), and Article 7 (Work Schedule). All other articles shall not be  
37 altered, modified, or deviated from without the express written consent of TALC  
38 and the District. Any alternation, modification, or deviation shall be memorialized in  
39 a Memorandum of Understanding. Requests for a waiver of contract language shall

1 be made to the TALC Labor/Management Committee.

2

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

10

11 **13.06 – CONTINUED COLLABORATION:** Prior to the end of FY22 (2021-2022 school  
12 year), the TALC Labor/Management Committee will survey immediate supervisors  
13 and TALC Building Representatives to assess the operational status of school-based  
14 committees. The TALC Labor/Management Committee will utilize available feedback  
15 to develop a “rules of engagement” training for FY23 (2022-2023 school year) and will  
16 present a recommendation to the bargaining teams regarding the creation of a  
17 “qualified representative” status for Article 4 (Grievance Procedures) and Article 9  
18 (Disciplinary Procedures).



## ARTICLE 14 – PROFESSIONAL DEVELOPMENT

1 **14.01 – PLANNING:** The District and the Association agree that a highly skilled  
2 workforce is needed to ensure each student reaches their highest potential. Regular  
3 professional development is an important part of building and maintaining a  
4 successful workforce. Planning of professional development will focus on an  
5 assessment of employee and workforce needs, the availability of resources, and will  
6 be based on the following:  
7

8 **(1) Legal Compliance:** In accordance with Florida Statute 1012.98, the District must  
9 develop and submit a Master In-service Plan (MIP) annually to the Florida  
10 Department of Education (FL DOE). Professional development must be job related,  
11 aligned with the District’s requirements for workforce development and succession  
12 planning, and support the maintenance of required certifications and licensure.  
13

14 **(2) Student Need:** Professional Development will work with Academic Services to  
15 develop a plan that supports District requirements based upon trends in student  
16 data, trends in employee performance evaluations, and other feedback provided as  
17 part of the participatory decision-making process.  
18

19 **(3) Employee Need:** Professional Development will conduct an annual survey of  
20 employee interests related to professional development. Weekly advertisements of  
21 professional development opportunities will be sent to all District employees via  
22 District email.  
23

24 **14.02 - LEARNING:** Professional development will be designed based upon research  
25 into best practices and will rely upon evidence-based approaches to instruction, in  
26 accordance with the Florida Professional Development Standards and the District’s  
27 MIP. Multiple instructional formats and methods will be utilized to differentiate  
28 instruction based upon the unique needs of individual learners.  
29

30 **(1) Organizational Onboarding:** Professional development will be provided to all new  
31 employees in the form of a Welcome Aboard training and New Employee Orientation  
32 (NEO). Accomplished Professional Practices for the Lee County Education System  
33 (APPLES) training will be offered to all newly hired instructional staff, however  
34 instructional staff with verified work experience will have the opportunity to waive  
35 this requirement, with approval from their site-based administrator, upon the  
36 completion of required APPLES professional development courses.  
37

1 **(2) Mandatory Training and Safety Requirements:** All employees are required to  
2 complete annual training related to protection of the health, safety, and welfare of  
3 students and staff. Additional mandatory training may be required based upon a  
4 stated need by Professional Development or administrator recommendation.

5  
6 **(3) Instructional Support:** School and district-based administrators will collaborate to  
7 provide professional development that serves as a support for the instruction of  
8 students. Professional Learning Communities (PLCs) may be utilized to support  
9 instructional effectiveness.

10  
11 **(4) Promotion and Advancement:** Professional development will be utilized to  
12 support employees interested in promotion and advancement or in the realization  
13 of other professional or career related goals in a K-12 educational setting.

14  
15 **(5) Outside Professional Development:** The District recognizes the widespread  
16 availability of professional development opportunities offered by organizations  
17 outside of the District and will honor its commitment to support education  
18 professionals as life-long learners. Employees may submit a request for in-service  
19 credit for professional development completed within the current fiscal year.  
20 Professional Development will assess the recency and relevance of outside  
21 professional development to assure alignment with District standards before  
22 approving or denying requests.

23  
24 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery of  
25 job embedded training opportunities, including mentoring and other flexible training  
26 opportunities, and will be responsive to student and employee needs.

27  
28 **(1) School or site-based Support:** Professional Development will aid in the  
29 identification of a School or Site-based In-service Representative (SIR) and an APPLS  
30 administrator to guide and support the implementation of professional  
31 development. Mentors will be required to complete a clinical educator training  
32 program or equivalent course work to ensure that they are prepared to support  
33 other employees.

34  
35 **(2) Coursework:** Professional development identified as part of the District's MIP will  
36 include online and on-demand options to support remote work and distance  
37 learning. Courses that require in person attendance of participation may be required,  
38 but virtual training opportunities will be provided whenever possible.

1 **(3) Scheduling:** Professional development will be scheduled based upon employee  
2 input and will seek to reduce the need for disruptions to the educational  
3 environment, including limiting the need for employee absence during instructional  
4 hours and the need for employees to attend to professional development outside of  
5 regularly scheduled work hours. Professional development may be scheduled for the  
6 summer break, Thanksgiving break, winter break, or spring break. Professional  
7 development may be scheduled for afternoons, evenings, or weekends. Professional  
8 development may be scheduled during the pre-school week and on designated early  
9 dismissal days as established by the District Calendar Committee. Professional  
10 development may be scheduled during PLCs, if requested by the employee members  
11 of the PLC.

12  
13 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-  
14 course assessments to measure the effectiveness of professional development.  
15 Employees may be required to complete a post-course evaluation survey in order to  
16 ensure adequate employee feedback. Cyber security measures, including but not  
17 limited to electronic sign-in and passkeys, may be utilized to ensure the integrity of  
18 professional development systems.

19  
20 **(1) Records:** In-service records will be maintained and will be available to employees  
21 and their immediate supervisors for review. Professional development will routinely  
22 audit courses and records to assess course content, the availability of professional  
23 development opportunities, and course completion data

## ARTICLE 15 – DURATION AND ACCEPTANCE

1 **15.01 – EFFECTIVE:** This Agreement shall be effective upon ratification by the  
2 bargaining unit and the Board.

3  
4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted  
5 in this Agreement, each had the unlimited right and opportunity to make demands  
6 and proposals with respect to any subject or matter not removed by law from the  
7 area of collective bargaining. The parties acknowledge that the understandings and  
8 agreements arrived at, after exercise of that right and opportunity, are set forth and  
9 solely embodied in this Agreement. The parties agree, therefore, that they shall not  
10 be obligated to negotiate or bargain collectively with respect to any subject or  
11 matter whether referred to herein or not except as otherwise specifically required  
12 in this Agreement, even though such objects or matters may not have been within  
13 the knowledge or contemplation of either or both of the parties at the time they  
14 negotiated or signed this Agreement.

15  
16 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY23 (2022-  
17 2023 school year), FY24 (2023-2024 school year) and FY25 (2024-2025 school year).

18  
19 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later  
20 than March 31, 2023.

21  
22 **(2) Successor Agreement:** The parties agree to commence negotiations for a  
23 successor agreement no later than June 30, 2024.

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

32  
33 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered,  
34 changed, added to, deleted from, or modified only through the voluntary mutual  
35 consent of the Parties in a written and signed amendment executed according to the  
36 provisions of this Agreement.

1 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court  
2 of competent jurisdiction or as a result of a change in state or federal law, the parties  
3 shall meet as soon as practicable to modify the article to the extent necessary to bring  
4 it into legal compliance. The remaining articles shall remain in full force and effect for  
5 the duration of this Agreement.

6  
7 **15.06 - EXPIRATION** This Agreement, together with all the terms, conditions and  
8 effects thereof, shall expire on June 30, 2025, and in no event shall any other articles  
9 of this Agreement contravene the expiration of this Agreement.

*FY23 (2022-2023 school year), FY24 (2023-2024 school year), and FY25 (2024-2025 school year) TALC Collective Bargaining Agreement*

This Agreement between the School District of Lee County and The Teachers' Association of Lee County is signed and effective on this 28<sup>th</sup> day of March 2023.

*The Teacher Association of Lee County*

*The School District of Lee County*



Kevin Daly  
President

3/28/23

Date



Armor Persons  
School Board Chair

4/3/2023

Date

APPROVED

MAR 28 2023

SCHOOL BOARD OF  
LEE COUNTY

Date



Kerr Fazzone, Ph.D  
Chief Negotiator

3/28/23

Date



Christopher Bernier, Ed.D.  
Superintendent



Robert Dodig, J.D.  
Chief Negotiator

3/28/23  
Date

# Island Coast-FEA

Affiliated with the **Florida Education Association**

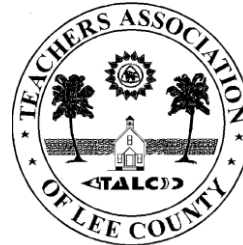
6830 International Center Blvd.

Fort Myers, FL 33912

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



**SPALC**



**TALC**

<b>School or Work Site</b>		
<b>Social Security Number</b>		
<b>XXX</b>	<b>XX</b>	
<b>District Identification # (DID)</b>		

<b>First Name</b>	<b>M.I.</b>	<b>Last</b>
<b>Address</b>	<b>City &amp; State</b>	<b>Zip</b>
<b>Home Phone</b>	<b>Cell</b>	<b>Personal Email</b>
<b>Work Email:</b>		
<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 POSITIONS

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

Specialist, Support (District Intervention)	S-11.33	196	Instructional	01/26/2021
Specialist, Support (School Intervention)	S-11.70	196	Instructional	01/26/2021
Specialist, Technology	S-11.49	226	Instructional	01/26/2021
Specialist, Translator (ESOL)	S-11.51	196	Instructional	01/26/2021
<b>SPECIAL INSTRUCTIONAL</b>				
Athletic Trainer	T-16.03	196	Special Instructional	01/26/2021
Board-Certified Behavior Analyst	A-13.09	196	Special Instructional	01/26/2021
Licensed Mental Health Professional (District)	L-1.01	201	Special Instructional	01/26/2021
Occupational Therapist	T-16.05	196	Special Instructional	01/26/2021
Physical Therapist	T-16.06	196	Special Instructional	01/26/2021
School Counselor	C-51.01	196, 201, 206, 226	Special Instructional	01/26/2021
School Nurse	N-1.01	196	Special Instructional	01/26/2021
School Psychologist	P-16.03	196, 206	Special Instructional	01/26/2021
School Social Worker	S-8.03	196	Special Instructional	01/26/2021
School Social Worker (District Lead)	S-8.02	216	Special Instructional	03/10/2020
Speech-Language Pathologist	S-11.58	196	Special Instructional	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 \$48,250.00 for FY23 (2022-2023 school year) and \$48,250 for FY24 (2023-2024 school year).

\*Exact amount is based on FY24 Amount.

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

ASSESSMENT	Career Ladder	Grant Funded	JDE	Index	FY23 Amount	FY24 *Amount	
<b>Testing Coordinator (1)</b>							
Includes Hospital Homebound							
	1 - 500 Students	Yes	No	S-35.57	2.52%	\$1,215.00	\$1,215.00
	501 - 1,000 Students	Yes	No	S-35.57	2.94%	\$1,417.50	\$1,417.50
	1,001 - 1,500 Students	Yes	No	S-35.57	3.36%	\$1,620.00	\$1,620.00
	1501+ Students	Yes	No	S-35.57	4.62%	\$2,227.50	\$2,227.50
<b>Assistant Testing Coordinator</b>							
	501-1000 Students = 1 Assistant 1001-1500 Students = 2 Assistants 1501 Students = 3 Assistants	Yes	No	S-35.67	2.10%	\$1,012.50	\$1,012.50
DISTRICT PROGRAMS	Career Ladder	Grant Funded	JDE	Index	FY23 Amount	FY24 Amount	
	Communications Contact Person	Yes	No	S-35.62	0.84%	\$405.00	\$405.00
	Grants and Development Resource Contact Person	Yes	No	S-35.77	0.84%	\$405.00	\$405.00
	School Volunteer Contact Person	Yes	No	S-35.47	0.84%	\$405.00	\$405.00
CURRICULUM	Career Ladder	Grant Funded	JDE	Index	FY23 Amount	FY24 Amount	
	Agriculture Teacher	No	No	-	2.69%	\$1,296.00	\$1,296.00
	Special Center (Royal Palms, Buckingham, Success, Young Parent Education)	No	No	-	8.29%	\$4,000.00	\$4,000.00
<b>DISTRICT WIDE - SECONDARY</b>							
<b>District Subject Area Specialist</b>							
	English/Language Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Reading	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Social Science	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Mathematics	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Health & Physical Education	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	World Languages	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Science	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Visual Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Performing Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
<b>DISTRICT WIDE - ELEMENTARY</b>							
<b>District Subject Area Specialist</b>							
	English/Language Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Reading	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Social Science	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Mathematics	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Health & Physical Education	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00

	World Languages	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Science	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Visual Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
	Performing Arts	Yes	No	S-35.32	5.04%	\$2,430.00	\$2,430.00
<b>ACADEMIC ENRICHMENT</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>DISTRICT WIDE</b>							
	District Elementary Science Expo Director (1)	Yes	No	S-35.09	2.94%	\$1,417.50	\$1,417.50
	District Inventors Fair Director (1)	Yes	No	S-35.10	2.94%	\$1,417.50	\$1,417.50
	District Science Fair Director (1)	Yes	No	S-35.31	2.94%	\$1,417.50	\$1,417.50
	Environmental Education (EE) Field Event Instructor	Yes	No	S-35.60	2.18%	\$1,053.00	\$1,053.00
<b>Faculty Environmental Education (EE) Coordinator (1)</b>							
	1-20 full-time instructional employees per school	Yes	No	S-35.37	0.84%	\$405.00	\$405.00
	21+ full time instructional employees per school	Yes	No	S-35.37	1.26%	\$607.50	\$607.50
<b>HIGH SCHOOL</b>							
<b>Academic Competition Coach</b>							
	Mathematics	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Science	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Social Science	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Language Arts	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	World Languages	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Reading	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Non-Departmental	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Assistant Academic Competition Coach	Yes	No	S-35.04	0.84%	\$405.00	\$405.00
	School-Based History Fair Sponsor	Yes	Yes	S-35.78	1.68%	\$810.00	\$810.00
	School-Based Inventors Fair Director	Yes	Yes	S-35.79	1.68%	\$810.00	\$810.00
	School-Based-Mock Trial Sponsor	Yes	Yes	S-35.80	1.68%	\$810.00	\$810.00
	School-Based Science Fair Director (1)	Yes	Yes	S-35.51	1.26%	\$607.50	\$607.50
<b>MIDDLE SCHOOL/K-8</b>							
<b>Academic Competition Coach</b>							
	Mathematics	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Science	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Social Science	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Language Arts	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	World Languages	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Reading	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	Non-Departmental	Yes	No	S-35.01	1.68%	\$810.00	\$810.00
	School-Based History Fair Sponsor	Yes	Yes	S-35.78	1.68%	\$810.00	\$810.00
	School-Based Inventors Fair Director	Yes	Yes	S-35.79	1.68%	\$810.00	\$810.00
	School-Based Science Fair Director (1)	Yes	Yes	S-35.51	1.26%	\$607.50	\$607.50
<b>ELEMENTARY SCHOOL</b>							
	Academic Competition Coach (4)	Yes	No	S-35.01	1.26%	\$607.50	\$607.50
	School-Based Inventors Fair Director	Yes	Yes	S-35.79	1.68%	\$810.00	\$810.00
	School-Based Science Fair Director (1)	Yes	Yes	S-35.51	1.68%	\$810.00	\$810.00

LEADERSHIP	Career Ladder	Grant Funded	JDE	Index	FY23 Amount	FY24 Amount
<b>ALL LEVELS</b>						
Administrative Designee	Yes	No	S-35.03	0.84%	\$405.00	\$405.00
School Improvement Plan (SIP) Coordinator (if elected)	Yes	No	S-35.50	1.26%	\$607.50	\$607.50
Teacher-on-Special-Assignment	No	No	T-1.09	2.77%	\$1,336.50	\$1,336.50
<b>Team Leader - (1 Per Zone)</b>						
ESE	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
Licensed Mental Health Professional	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
School Counselor	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
School Nurse	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
School Psychologist	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
School Social Worker	Yes	No	S-35.56	2.94%	\$1,417.50	\$1,417.50
<b>POST SECONDARY</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
1-3 full-time staff members	Yes	No	S-35.24	1.68%	\$810.00	\$810.00
4-6 full-time staff members	Yes	No	S-35.24	2.10%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	No	S-35.24	2.52%	\$1,215.00	\$1,215.00
<b>HIGH SCHOOL</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
1-3 full-time staff members	Yes	No	S-35.24	1.68%	\$810.00	\$810.00
4-6 full-time staff members	Yes	No	S-35.24	2.10%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	No	S-35.24	2.52%	\$1,215.00	\$1,215.00
10+ full-time staff members	Yes	No	S-35.24	2.94%	\$1,417.50	\$1,417.50
<b>MIDDLE SCHOOL</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
1-3 full-time staff members	Yes	No	S-35.24	1.68%	\$810.00	\$810.00
4-6 full-time staff members	Yes	No	S-35.24	2.10%	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	No	S-35.24	2.52%	\$1,215.00	\$1,215.00
10+ full-time staff members	Yes	No	S-35.24	2.94%	\$1,417.50	\$1,417.50
Team Leader - 1 per 7 Instructional Staff Members	Yes	No	S-35.56	1.68%	\$810.00	\$810.00
<b>K-8 SCHOOL</b>						
<b>Department Chairperson -MIDDLE</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.						
1-3 full-time staff members	Yes	No	S-35.24	1.68%	\$810.00	\$810.00
4-6 full-time staff members	Yes	No	S-35.24	2.10%	\$1,012.50	\$1,012.50

	7-9 full-time staff members	Yes	No	S-35.24	2.52%	\$1,215.00	\$1,215.00
	10+ full-time staff members	Yes	No	S-35.24	2.94%	\$1,417.50	\$1,417.50
Team Leader -1 per 7 Instructional Staff Members		Yes	No	S-35.56	1.68%	\$810.00	\$810.00
<b>Grade-Level Chairperson - ELEMENTARY</b>							
Based on number of <b>full-time</b> instructional staff members per grade level. <i>Excluding:</i> School Counselor, ESE, etc.							
	1-3 full-time staff members	Yes	No	S-35.39	1.09%	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	2.10%	\$1,012.50	\$1,012.50
	Prekindergarten					-	-
	Kindergarten					-	-
	First Grade					-	-
	Second Grade					-	-
	Third Grade					-	-
	Fourth Grade					-	-
	Fifth Grade					-	-
	Specials (1)					-	-
<b>ELEMENTARY SCHOOL</b>							
<b>ESE Department Chairperson</b>							
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.							
	1-3 full-time staff members	Yes	No	S-35.39	1.09%	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	2.10%	\$1,012.50	\$1,012.50
<b>Grade-Level Chairperson:</b> Based on number of full-time instructional staff members per grade level.							
<i>Excluding:</i> School Counselor, ESE, etc.							
	1-3 full-time staff members	Yes	No	S-35.39	1.09%	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	2.10%	\$1,012.50	\$1,012.50
	Prekindergarten					-	-
	Kindergarten					-	-
	First Grade					-	-
	Second Grade					-	-
	Third Grade					-	-
	Fourth Grade					-	-
	Fifth Grade					-	-
	Specials (1)					-	-
<b>PROFESSIONAL DEVELOPMENT</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective."							
+ Paid upon verification of occupying position for duration of FY23 and FY24.							
<b>Check and Connect Contact Person</b>		Yes	Yes	S-35.20	2.52%	\$1,215.00	\$1,215.00
<b>Cooperating Teacher</b>		Yes	Yes	S-35.26	0.41%	\$200.00	\$200.00
<b>Lead Mentor</b>		Yes	Yes	S-35.27	1.69%	\$816.00	\$816.00
<b>Learning and Leadership Teacher (Senior)</b>		Yes	Yes	S-35.83	5.18%	\$2,500.00	\$2,500.00
<b>Mentor Teacher*</b> (Up to 2 Mentees)		Yes	Yes	S-35.65	1.69%	\$684.93	\$816.00
<b>School Inservice Representative (SIR) (1)</b>		Yes	No	S-35.52	1.26%	\$607.50	\$607.50
<b>Teacher, Learning and Leadership*</b>		No	Yes	T-1.16	20.98%	\$10,125.00	\$10,125.00
<b>Teacher, Peer Collaborative *</b>		No	Yes	T-1.17	20.98%	\$10,125.00	\$10,125.00

<b>Teacher, Transformation* +</b>	No	Yes	T-1.18	31.48%	\$15,187.50	\$15,187.50	
*Supplements per school based on student enrollment.							
<b>SAFETY AND SECURITY*</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>	
<b>HIGH SCHOOL</b>							
<b>Safety/Security Supervisor</b>							
Up to 1,799 = 2	1,800+ =3	Yes	No	S-35.48	1.68%	\$810.00	\$810.00
<b>ELEMENTARY/MIDDLE SCHOOL/POST-SECONDARY</b>							
<b>Safety/Security Supervisor</b>							
Up to 500 = 1		Yes	No	S-35.48	1.68%	\$810.00	\$810.00
501 - 1,000 = 2							
1,001+ = 3							
<b>STUDENT SERVICES &amp; EXCEPTIONAL STUDENT EDUCATION (ESE)</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>	
<b>SPECIAL INSTRUCTIONAL</b>							
<b>Board-Certified Behavior Analyst</b>							
BCBA- Certification	No	Yes	A-13.09	15.53%	\$7,492.50	\$7,492.50	
	No	Yes	-	1.26%	\$607.50	\$607.50	
<b>ESE Teacher</b>							
<i>Excluding: Special Instructional Staff</i>							
	No	No	T-1.04	2.10%	\$1,012.50	\$1,012.50	
<b>Occupational Therapist</b>							
	No	No	T-16.05	15.53%	\$7,492.50	\$7,492.50	
<b>Physical Therapist</b>							
	No	No	T-16.06	15.53%	\$7,492.50	\$7,492.50	
<b>School Counselor</b>							
Licensed Mental Health Counselor	No	No	C-51.01	3.82%	\$1,842.75	\$1,842.75	
	Yes	No	-	1.26%	\$607.50	\$607.50	
<b>Licensed Mental Health Professional</b>							
Licensed Clinical Social Worker	No	No	L-1.01	3.82%	\$1,842.75	\$1,842.75	
	Yes	No	-	1.26%	\$607.50	\$607.50	
Licensed Marriage & Family	Yes	No	-	1.26%	\$607.50	\$607.50	
Licensed Mental Health Counselor	Yes	No	-	1.26%	\$607.50	\$607.50	
<b>School Nurse (Registered Nurse only)</b>							
	No	No	N-1.01	5.04%	\$2,430.00	\$2,430.00	
<b>School Psychologist</b>							
School Psychologist w/	Yes	No	P-16.03	16.79%	\$8,100.00	\$8,100.00	
School Psychologist w/o NASP	No	No	P-16.03	15.53%	\$7,492.50	\$7,492.50	
Licensed Clinical Social Worker	Yes	No	-	1.26%	\$607.50	\$607.50	
Licensed Psychologist	Yes	No	-	1.26%	\$607.50	\$607.50	
<b>School Social Worker</b>							
School Social Worker	No	No	S-8.03	3.82%	\$1,842.75	\$1,842.75	
Licensed Clinical Social Worker	Yes	No	-	1.26%	\$607.50	\$607.50	
<b>Speech-Language Pathologist</b>							
Speech-Language Pathologist w/ Certificate of Clinical Competency	No	No	S-11.58	16.79%	\$8,100.00	\$8,100.00	
Speech-Language Pathologist w/o Certificate of Clinical Competency	No	No	S-11.58	15.53%	\$7,492.50	\$7,492.50	
<b>ALL LEVELS</b>							
<b>Equity Contact Person (1)</b>							
1-20 full-time instructional employees per school	Yes	No	S-35.34	0.84%	\$405.00	\$405.00	
21+ full-time instructional employees per school	Yes	No	S-35.34	1.26%	\$607.50	\$607.50	
<b>ESOL Contact Person</b>							
Student Contact: 0 - 175	Yes	No	S-35.36	1.68%	\$810.00	\$810.00	

	Student Contact: 176 - 275	Yes	No	S-35.36	2.10%	\$1,012.50	\$1,012.50
	Student Contact: 276+	Yes	No	S-35.36	2.52%	\$1,215.00	\$1,215.00
<b>DEPARTMENTS</b>							
<b>Equity Contact Person</b>							
	1-20 full-time instructional employees per department	Yes	No	S-35.34	0.84%	\$405.00	\$405.00
	21+ full-time instructional employees per department	Yes	No	S-35.34	1.26%	\$607.50	\$607.50
	School Inservice Representative (SIR) (1)	Yes	No	S-35.52	0.84%	\$405.00	\$405.00
<b>MIDDLE SCHOOL</b>							
	Gifted Assessment Team (GAT) Contact Person	Yes	No	S-35.71	0.84%	\$405.00	\$405.00
	Positive Behavior Support (PBS) Contact Person	Yes	No	S-35.72	0.84%	\$405.00	\$398.70
<b>ELEMENTARY SCHOOL</b>							
	Gifted Assessment Team (GAT) Contact Person	Yes	No	S-35.71	0.85%	\$405.00	\$405.00
	Positive Behavior Support (PBS) Contact Person	Yes	No	S-35.72	1.28%	\$607.50	\$607.50
<b>ACTIVITIES / CLUBS</b>		<b>Career Ladder</b>		<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>STUDENT PUBLICATIONS</b>							
<b>HIGH SCHOOL/POST-SECONDARY*</b>							
	Broadcast/Television Advisor	Yes	No	S-35.15	0.84%	\$405.00	\$405.00
	Literary Magazine Advisor*	Yes	No	S-35.46	1.68%	\$810.00	\$810.00
	Newspaper Advisor*	Yes	No	S-35.46	1.68%	\$810.00	\$810.00
	Yearbook Advisor	Yes	No	S-35.59	2.52%	\$1,215.00	\$1,215.00
<b>MIDDLE SCHOOL</b>							
	Newspaper Advisor	Yes	No	S-35.46	1.26%	\$607.50	\$607.50
	Yearbook Advisor	Yes	No	S-35.59	1.26%	\$607.50	\$607.50
<b>ELEMENTARY SCHOOL</b>							
	Yearbook Advisor	Yes	No	S-35.59	0.84%	\$405.00	\$405.00
<b>REGISTERED STUDENT ORGANIZATIONS</b>							
<b>HIGH SCHOOL</b>							
<b>Class Sponsor</b>							
	Senior	Yes	No	S-35.22	2.10%	\$1,012.50	\$1,012.50
	Junior	Yes	No	S-35.22	2.10%	\$1,012.50	\$1,012.50
	Sophomore	Yes	No	S-35.22	0.84%	\$405.00	\$405.00
	Freshman	Yes	No	S-35.22	0.84%	\$405.00	\$405.00
	Community Service Club Advisor (3)	Yes	No	S-35.23	0.84%	\$405.00	\$405.00
	Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	No	S-35.69	0.84%	\$405.00	\$405.00
	Future Educators of America Sponsor (1)	Yes	No	S-35.38	2.10%	\$1,012.50	\$1,012.50
<b>Interest Club Sponsor</b>							
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>							
	Up to 500 Students - 5	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
	501+ Students - 9	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
	JROTC Sponsor (1) (Year Round)	Yes	No	S-35.68	3.78%	\$1,822.50	\$1,822.50
	National Honor Society Advisor	Yes	No	S-35.44	1.26%	\$607.50	\$607.50



National Technical Honor Society Advisor (1)	Yes	No	S-35.70	1.26%	\$607.50	\$607.50
Student Council Sponsor	Yes	No	S-35.55	2.52%	\$1,215.00	\$1,215.00
Career Club Sponsor (4) <i>Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.</i>	Yes	No	S-35.58	1.68%	\$810.00	\$810.00
<b>MIDDLE SCHOOL/K-8</b>						
Community Service Club Advisor (2)	Yes	No	S-35.23	0.84%	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	No	S-35.69	0.84%	\$405.00	\$405.00
Future Educators of America Sponsor (1)	Yes	Yes	S-35.38	1.68%	\$810.00	\$810.00
Interest Club Sponsor <i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>						
Up to 500 Students - 5	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
501+ Students - 9	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
National Junior Honor Society Advisor (1)	Yes	No	S-35.45	0.84%	\$405.00	\$405.00
Student Council Sponsor	Yes	No	S-35.55	1.68%	\$810.00	\$810.00
<b>ELEMENTARY SCHOOL</b>						
Community Service Club Advisor	Yes	No	S-35.23	0.84%	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor	Yes	No	S-35.69	0.84%	\$405.00	\$405.00
Interest Club Sponsor <i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>						
Up to 500 Students - 5	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
501+ Students - 9	Yes	No	S-35.42	0.42%	\$202.50	\$202.50
School Safety Patrol Supervisor (1)	Yes	No	S-35.49	0.84%	\$405.00	\$405.00
<b>ARTS</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>HIGH SCHOOL</b>						
Art Director	Yes	No	S-35.63	0.84%	\$405.00	\$405.00
Band Director	Yes	No	S-35.11	8.39%	\$4,050.00	\$4,050.00
Assistant Band Director	Yes	No	S-35.05	3.36%	\$1,620.00	\$1,620.00
Associate Band Instructor	Yes	No	S-35.64	1.68%	\$810.00	\$810.00
Choral Director	Yes	No	S-35.19	3.78%	\$1,822.50	\$1,822.50
Director of Dance (Arts Schools Only)	Yes	No	S-35.25	3.78%	\$1,822.50	\$1,822.50
Director of Drama	Yes	No	S-35.28	3.78%	\$1,822.50	\$1,822.50
Strings Director	Yes	No	S-35.54	2.94%	\$1,417.50	\$1,417.50
<b>MIDDLE SCHOOL</b>						
Art Director	Yes	No	S-35.63	0.84%	\$405.00	\$405.00
Band Director	Yes	No	S-35.14	3.78%	\$1,822.50	\$1,822.50
Choral Director	Yes	No	S-35.21	2.10%	\$1,012.50	\$1,012.50
Director of Dance (Arts Schools Only)	Yes	No	S-35.25	2.52%	\$1,215.00	\$1,215.00
Director of Drama	Yes	No	S-35.30	1.68%	\$810.00	\$810.00
Strings Director	Yes	No	S-35.54	2.94%	\$1,417.50	\$1,417.50
<b>ELEMENTARY SCHOOL</b>						
Art Director	Yes	No	S-35.63	0.84%	\$405.00	\$405.00
Director of Dance (Arts Schools Only)	Yes	No	S-35.25	0.84%	\$405.00	\$405.00
Director of Drama	Yes	No	S-35.29	0.84%	\$405.00	\$405.00
Music Director	Yes	No	S-35.33	1.26%	\$607.50	\$607.50

<b>Strings Director (Arts Schools Only)</b>	Yes	No	S-35.54	2.94%	\$1,417.50	\$1,417.50
<b>ATHLETICS</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>DISTRICT WIDE - ALL LEVELS</b>						
<b>Special Olympics Athletic Director (1)</b>	Yes	No	S-35.12	1.68%	\$405.00	\$810.00
<b>Special Olympics Zone Assistant Athletic Director</b>						
East Zone	Yes	No	S-35.13	1.68%	\$405.00	\$810.00
South Zone	Yes	No	S-35.13	1.68%	\$405.00	\$810.00
West Zone	Yes	No	S-35.13	1.68%	\$405.00	\$810.00
<b>HIGH SCHOOL - YEAR ROUND</b>						
<b>Assistant Athletic/Activities Director (1)</b>	Yes	No	S-35.75	6.55%	\$3,159.00	\$3,159.00
<b>Athletic Trainer</b> 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	Yes	No	T-16.03	8.31%	\$4,009.50	\$4,009.50
<b>Sports Safety Attendant (2)</b>	Yes	No	S-35.74	3.16%	\$1,500.00	\$1,500.00
<b>Esports Head Coach</b>	Yes	Yes	S-35.82	1.71%	\$810.00	\$810.00
<b>Esports Assistant Coach</b>	Yes	Yes	S-35.81	1.71%	\$405.00	\$810.00
<b>Special Olympics Coach</b>	Yes	No	S-35.73	1.71%	\$405.00	\$810.00
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.						
<b>HIGH SCHOOL - FALL</b>						
<b>Bowling</b>						
Boys - Head Athletic Coach	Yes	No	S-35.40	1.68%	\$810.00	\$810.00
Girls - Head Athletic Coach	Yes	No	S-35.40	1.68%	\$810.00	\$810.00
<b>Cheerleading Sponsor (Fall)</b>						
Varsity	Yes	No	S-35.16	2.94%	\$1,417.50	\$1,417.50
Junior Varsity	Yes	No	S-35.16	2.10%	\$1,012.50	\$1,012.50
Freshman	Yes	No	S-35.16	1.68%	\$810.00	\$810.00
<b>Cross Country</b>						
Boys - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
<b>Football (Fall)</b>						
Head Athletic Coach	Yes	No	S-35.40	7.13%	\$3,442.50	\$3,442.50
Assistant Athletic Coach	Yes	No	S-35.06	4.62%	\$2,227.50	\$2,227.50
<b>Golf</b>						
Boys - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
<b>Swimming</b>						
Boys - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
Girls - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
<b>Volleyball</b>						
Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>HIGH SCHOOL - WINTER</b>						
<b>Basketball</b>						
Boys - Head Athletic Coach	Yes	No	S-35.40	5.46%	\$2,632.50	\$2,632.50

	Girls - Head Athletic Coach	Yes	No	S-35.40	5.46%	\$2,632.50	\$2,632.50
	Boys - Assistant Athletic Coach (2)	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach (2)	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Cheerleading Sponsor (Winter)</b>							
	Varsity	Yes	No	S-35.16	2.94%	\$1,417.50	\$1,417.50
	Junior Varsity	Yes	No	S-35.16	2.10%	\$1,012.50	\$1,012.50
	Freshman	Yes	No	S-35.16	1.68%	\$810.00	\$810.00
<b>Soccer</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Weightlifting</b>							
	Girls - Head Athletic Coach	Yes	No	S-35.40	1.68%	\$810.00	\$810.00
<b>Wrestling</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
	Girls - Head Athletic Coach (Girls)	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>HIGH SCHOOL - SPRING</b>							
<b>Baseball</b>							
	Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Assistant athletic Coach (2)	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Beach Volleyball</b>							
	Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Assistant athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Football (Spring)</b>							
	Head Athletic Coach	Yes	No	S-35.40	2.52%	\$1,215.00	\$1,215.00
	Assistant Athletic Coach (7)	Yes	No	S-35.06	1.68%	\$810.00	\$810.00
<b>Lacrosse</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	4.20%	\$2,025.00	\$2,025.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	4.20%	\$2,025.00	\$2,025.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	2.94%	\$1,417.50	\$1,417.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	2.94%	\$1,417.50	\$1,417.50
<b>Softball</b>							
	Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Assistant Athletic Coach (2)	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Tennis</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	2.94%	\$1,417.50	\$1,417.50
<b>Track</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	5.04%	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	3.78%	\$1,822.50	\$1,822.50
<b>Unified Sports (Bowling, Basketball, Soccer, Track, Flag Football)</b>							
	Head Athletic Coach	Yes	No	S-35.40	1.33%	\$640.00	\$640.00
<b>Weightlifting</b>							
	Boys - Head Athletic Coach	Yes	No	S-35.40	1.68%	\$810.00	\$810.00

MIDDLE SCHOOL - YEAR ROUND							
<b>Athletic Director</b>							
	District Intramural Athletic Director (1)	Yes	No	S-35.43	7.55%	\$3,645.00	\$3,645.00
	District Assistant Intramural Athletic Director (1 per zone)	Yes	No	S-35.07	1.26%	\$607.50	\$607.50
	School Intramural Athletic Director	Yes	No	S-35.43	4.62%	\$2,227.50	\$2,227.50
	School Assistant Intramural Athletic Director (1)	Yes	No	S-35.07	2.52%	\$1,215.00	\$1,215.00
	Special Olympics Coach (1)	Yes	No	S-35.73	0.84%	\$405.00	\$405.00
MIDDLE SCHOOL - FALL							
<b>Basketball</b>							
	Boys - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
	Girls - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
<b>Cross-Country</b>							
	Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
MIDDLE SCHOOL - WINTER							
<b>Volleyball</b>							
	Boys - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
	Girls - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
<b>Soccer</b>							
	Boys - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
	Girls - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
MIDDLE SCHOOL - SPRING							
<b>Golf</b>							
	Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
<b>Tennis</b>							
	Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
<b>Track</b>							
	Boys - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
	Girls - Intramural Athletic Coach	Yes	No	S-35.41	1.68%	\$810.00	\$810.00
ELEMENTARY SCHOOL							
	Special Olympics Coach (1)	Yes	No	S-35.73	1.68%	\$810.00	\$810.00
<b>"AT LARGE" SUPPLEMENTS*</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*Use of "At Large" supplements must be approved by the TALC Labor Management Committee.							
	High School (4)	Yes	No	-	0.84%	\$405.00	\$405.00
	Middle School (3)	Yes	No	-	0.84%	\$405.00	\$405.00
	Elementary School (3)	Yes	No	-	0.84%	\$405.00	\$405.00
	Post Secondary (2)	Yes	No	-	0.84%	\$405.00	\$405.00
<b>ADVANCE DEGREE SUPPLEMENTS*</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>Index</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*In accordance with Florida Statute, an advanced degree must be held in the individual's area of certification in order to be eligible for a supplement.							
	Master's Degree	No	No	-	5.25%	\$2,531.25	\$2,531.25
	Specialist Degree	No	No	-	8.39%	\$4,050.00	\$4,050.00
	Doctorate Degree	No	No	-	10.49%	\$5,062.50	\$5,062.50

\*\*Certificate of Advanced Study or Certificate of Advanced Graduate Study may be eligible for the advanced degree supplement  
Grant funded supplements are only available if funding exists.