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



2014-15
2015-16 & 2016-17
CONTRACT
February 2016



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ARTICLE 1 - PARTIES TO AGREEMENT

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

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

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

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

22 **1.05 - DEFINITIONS:**

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

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

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

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

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

32 **Immediate Supervisor:** For the purpose of this Agreement, the term *immediate supervisor* shall
33 mean:

1 (a) In any school, the immediate supervisor is deemed to be the building principal or acting
2 principal in his/her absence. Teachers shall be notified of the identity of the designee(s).

3 (b) In the case of a teacher serving more than one school, the immediate supervisor shall be
4 deemed to be the principal(s) with whom the grievance has been filed.

5 (c) In the case of a member of the bargaining unit not assigned to an individual school, the
6 immediate supervisor is deemed to be the coordinator or the director by whom the
7 employee is evaluated.

8 ***Involuntary Transfer:*** A teacher who is transferred from one school building or site to another.

9 ***Surplus:*** A teacher who does not have a position at his/her assigned home school(s), or site(s) due
10 to a reduction in the number of teachers assigned to that school or program.

11 ***Reassignment:*** A teacher who is moved within a school.

ARTICLE 2 - RIGHTS AND PRIVILEGES OF PARTIES

- 1 **2.01 - TEACHER RIGHTS:** Nothing contained herein shall be construed to deny or restrict any
2 teacher any rights he/she may have under the Constitution and Laws of the United States and of
3 the State of Florida.
- 4 **2.02 - MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, the
5 Superintendent, the principals and other administrative personnel of the school system, without
6 limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as
7 conferred upon and vested in them by the Constitution and the Laws and Regulations of the United
8 States and of the State of Florida, and the Policies of The School Board of Lee County, without
9 any such exercise being made the subject of a grievance or arbitration proceeding hereunder except
10 as otherwise provided in this Agreement.
- 11 **2.03 - PUBLIC RECORDS:** Upon receipt of a written request identifying each specific public
12 record desired by the Association, the Board shall make available such public records as defined
13 by Chapter 119, Florida Statutes, to be “Public Records” Inspection. Examination and the cost of
14 duplication of such “Public Records” of the Board shall be in accordance with the provisions of
15 Chapter 119, Florida Statutes.
- 16 **2.04 - FACILITIES:** When approved as provided by policies of the Board, the Association shall
17 have the privilege of using school facilities and equipment.
- 18 **2.05 - BOARD AGENDA:** A copy of the agenda for each regular meeting of the Board shall be
19 available to the Association at least 7 days before the Board meeting and a copy of the minutes of
20 such meetings shall be available to the Association after approval by the Board.
- 21 **2.06- BULLETIN BOARDS:** The Association shall have the exclusive privilege as the labor
22 organization for teachers of posting notices of Association meetings and other materials as
23 approved under Provision 2.08 on bulletin board space exclusively assigned to the Association for
24 this purpose by the principal of each school. Such notices shall consist of time, date and place at
25 which a meeting will be held. The Association shall provide a copy of each notice to the principal
26 or his/her designee prior to each meeting.
- 27 **2.07- MAILBOXES:** The Association shall have the exclusive privilege as the labor organization
28 for teachers, through its representative, of distributing notices of Association meetings in teacher
29 mailboxes in schools. Such notices shall consist of the time, date and place at which a meeting will
30 be held. In addition to notices of Association meetings, other materials such as Association
31 newsletters, which relate to wages, hours, terms and conditions of employment of teachers, and do
32 not advertise or otherwise promote the interests or cause of any commercial, political or non-school
33 agency, individual or organization, may be distributed in teacher mailboxes in schools. A copy of
34 all materials placed in teacher mailboxes shall be given by the Association to the office of the
35 Superintendent prior to each distribution. The Association shall provide a copy of all materials
36 with a notice for distribution from the Superintendent’s office to the principal or his/her designee
37 prior to placement in mailboxes. The Association shall have the use of the intra-school mail service

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

6 **2.08- PAYROLL DEDUCTIONS:** Teachers shall have the right to request and be allowed dues
7 and Association Insurance Program deductions provided that dues deduction and the proceeds
8 thereof shall not be allowed if the Association has lost its rights to dues deduction pursuant to
9 Chapter 447, Florida Statutes. Upon receipt of a properly executed authorization card from each
10 teacher involved, on a form approved by the Board, the Board shall deduct from the teacher's
11 paycheck the amount that the teacher has agreed to pay the Association. These deductions shall
12 remain in effect unless such authorization is revoked by the teacher upon thirty (30) days' written
13 notice to the Board and to the Association. Dues deduction authorization cards must be presented
14 to the Payroll Department six (6) work days before the pay period in which the deduction begins.
15 Any teacher who has requested deductions and who leaves the employment of the School District
16 or terminates his/her authorization for payroll deductions shall not be required to pay any further
17 amounts to the Association. Any dispute as to the amount deducted shall be solely between the
18 Association and the teacher involved. The Association and the individual teacher shall hold the
19 School Board harmless for any liability arising from the deductions as certified by the Association.
20 There shall be a charge of five cents (\$.05) per check per member for the above deductions to be
21 paid for by the Association.

22 **2.09- BUILDING ACCESS:** Designated representatives of the Association shall have the
23 exclusive right as the labor organization for teachers to visit schools to conduct necessary
24 Association business. Immediately upon arrival at any school facility, such representative shall
25 make his/her presence known to the principal or designee and shall indicate the purpose of such
26 business. In no event shall such representative in any way interfere with the instructional program
27 or in any manner interrupt the performance of job responsibilities of any teacher or other District
28 employee. It shall be the right of the principal to determine that such activity does not interfere
29 with the school program.

30 **2.10- ASSOCIATION LEAVE:** The president of the Association may be granted personal leave
31 for the school year(s) of his/her term of office. Such leave shall be granted with the same privilege
32 and benefits approved with personal leave for other employees.

33 **2.101-** The president of the Association and/or his/her designee may be allowed to take up to a
34 total of forty (40) days leave per year to conduct necessary Association business provided written
35 request thereof is submitted in advance to the Superintendent. The full cost of the certified
36 substitute rate of pay shall be paid by the Association for each day of Association leave requested
37 when the leave request is processed. No more than ten (10) days may be used by any one person.

38 **2.11- FACULTY MEETINGS:** Upon request by the Association representative, the building
39 principal will announce during the faculty meeting that the representative will make
40 announcements concerning Association business at the close of the meeting. Attendance during
41 the representative's announcements shall be voluntary.

1
2 **2.12- CONSULTATION:** The Association may request a consultation with the Superintendent
3 for the purpose of seeking clarification and improving communication in areas affecting terms or
4 conditions of employment. Such consultation shall be initiated by a written request to the
5 Superintendent. A proposed agenda shall be submitted by the Association at the time of the request.
6 The meeting shall be set at a time that will not require employment of a substitute.

7 **2.13- COPIES OF AGREEMENT:** Within 30 days of approval of the final draft of this
8 Agreement the Board agrees to provide the Association 150 copies of the Agreement for the
9 Association's use.

ARTICLE 3 - NEGOTIATION PROCEDURE

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

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

6 **3.03 - SUCCESSOR AGREEMENT:** The length of this contract is three (3) years (FY15-FY17)
7 with annual re-openers during the FY16 and FY17 contract years. Re-openers are restricted to two
8 (2) articles per party in addition to the provisions on Compensation (Article 15) and Benefits
9 (Article 14). The parties agree to commence negotiations for a successor agreement no later than
10 March 1, 2015. The parties agree to use the Interest Based process. The Labor/Management
11 Committee shall meet in February 2015 to determine the design, training and schedule for
12 bargaining. Bargaining Unit team members shall receive temporary duty leave as required for
13 these purposes.

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

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

23 **3.06 - IMPASSE:** Impasse may occur only as provided for in Chapter 447, Florida Statutes.

ARTICLE 4 - GRIEVANCE PROCEDURE

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

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

12 **4.03 - DEFINITION (Immediate Supervisor):** For the purpose of administering the grievance
13 procedure, the term immediate supervisor is defined as follows:

14 **4.031:** In any school, the immediate supervisor is deemed to be the building principal or acting
15 principal in his/her absence.

16 **4.032:** In the case of a teacher serving more than one school, the immediate supervisor shall be
17 deemed to be the principal(s) with whom the grievance has been filed.

18 **4.033:** In the case of a member of the bargaining unit not assigned to an individual school, the
19 immediate supervisor is deemed to be the coordinator or the director by whom the teacher is
20 evaluated.

21 **4.04 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at
22 any time and at any step of this procedure provided; however, that same grievance may not be filed
23 a second time by the same party.

24 **4.05 - WORKING DAYS:** For the purpose of this grievance procedure, working days are defined
25 as those days, Monday through Friday, exclusive of holidays as provided by the instructional
26 personnel and county staff calendars of The School Board of Lee County.

27 **4.06 - DATE OF DISPOSITION:** The date of disposition shall be the date on which the
28 supervisor delivers the disposition to the grievant or the date of postmark in those instances where
29 delivery is by U.S. Mail.

30 **4.07 - INFORMAL GRIEVANCE PROCEDURE:** In the event that a teacher believes that there
31 is a basis for a grievance, he/she shall, within ten (10) working days of the alleged violation, or
32 within ten (10) working days of the date of the teacher's proven knowledge of such violation, first
33 discuss it in an informal manner with his/her immediate supervisor, either personally or
34 accompanied by an Association representative, if the grievant so chooses. In the event that the

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

9 **4.08 - FORMAL GRIEVANCE PROCEDURES:**

10 **Step I:**

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

22 **Step II:**

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

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

1 **Step III:**

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

13 **4.09 - EXPENSES:** Each party shall bear its own expenses in connection with arbitration and
14 mediation; provided, however, the Association shall share equally with the Board only those fees
15 and expenses of the arbitrator and witnesses called by the arbitrator.

16 **4.10 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may be extended
17 by written agreement between the grievant, the Association, and the Board. Whenever illness or
18 any other incapacity of the grievant prevents attendance at any grievance meeting, the time limits
19 shall be extended to such time that the grievant can be present.

20 **4.11 - MISCELLANEOUS:**

21 **4.111 – GRIEVANCE ADJUSTMENTS:** Adjustment of any grievance described herein shall
22 not be inconsistent with the provisions of this Agreement.

23 **4.112 – RIGHTS GUARANTEED BY LAW:** Nothing contained in the grievance procedure
24 shall be construed to deny the Board, the Superintendent, the Association or any teacher the rights
25 guaranteed to them under the laws of the State of Florida or the United States of America.

26 **4.113 – MEETINGS-PRIVACY:** All meetings and hearings under the grievance procedure shall
27 be held in private and shall include only such parties with an interest, their representatives, and
28 witnesses as necessary.

29 **4.114 – RELEASE FROM WORK:** All grievances shall be processed during times which do not
30 interfere with or cause interruption of a grievant’s work responsibilities, provided, however,
31 release time without loss of pay may be granted to teachers whose attendance is required when
32 grievance meetings are held during work hours.

33 **4.115 – RESPONSIBILITIES DURING GRIEVANCE PROCESSING:** The filing of a
34 grievance shall in no way interfere with the right of the Board to proceed to carry out its
35 management responsibilities, subject to the final resolution of the grievance. The teacher shall
36 abide by the management decision involved in any grievance, prior to and during the time the
37 grievance has been filed and shall not discontinue his/her duties prior to and during the time a
38 grievance is being processed.

- 1 **4.116 – GRIEVANCE RECORDS:** All official records of the processing of a grievance shall be
2 confidential and be filed separately from the personnel file of grievant.
- 3 **4.117 – TIME LIMITS:** Failure of the grievant to proceed with a grievance within the time limit
4 herein provided shall bar the grievant from any further right to pursue that grievance.
- 5 **4.118 – JURISDICTION:** Should a grievance arise as the result of an alleged violation of an
6 Association right as identified in Article 2, Provisions 3, 4, 5, 6, 7, 8 and 9, and the grievant and
7 the principal 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 grievance
9 procedure from Step II forward.
- 10 **4.119 – GRIEVANCE FORMS:** Standard forms (see Appendix) shall be made available to
11 members of the bargaining unit and representatives of the Association upon request.
- 12 **4.12 – WAIVER OF STEPS:** By mutual agreement, the parties may waive Step I and Step II.

ARTICLE 5 - TEACHING CONDITIONS

1 **5.01 - WORK DAY:** The basic work day for teachers shall be seven and one-half (7-1/2) hours
2 on all days when students are in attendance, with an additional thirty (30) minutes per week for
3 the purpose of planning.

4 School-based instructional staff, to include but not limited to the TALC representative, shall work
5 collaboratively with school administrators to develop a flexible work schedule to accommodate
6 additional time needed on certain days to conduct professional learning communities (PLCs) and
7 to allow for 30 minutes per week for the purpose of planning. Flexible schedules must still be the
8 equivalent of a thirty-eight (38) hour work week and/or average the basic teacher work day of
9 seven and one-half (7 ½) hours, with an additional thirty (30) minutes per week for the purpose
10 of planning.

11 On all professional duty days and inservice days, the basic work day for teachers shall be seven
12 (7) hours. The work day for teachers shall include:

13 (a) A lunch time each day equivalent to the student lunch time, but not less than twenty-five
14 (25) minutes. Except in the case of an emergency or special circumstance the teacher's
15 lunch period shall be duty-free.

16 (b) The length of the instructional period each day will be determined by the individual
17 school's master schedule. When a teacher and the District mutually agree that the teacher
18 will teach through the teacher's planning period, the teacher's work day will be extended
19 by an amount equal to the instructional period. The teacher will be compensated at the
20 teacher's regular hourly rate. The District shall advertise such extra time/extra pay
21 opportunities and shall report such arrangements to TALC. Teachers shall have
22 planning/conference time totaling not less than sixty (60) minutes per day or the
23 equivalent on a weekly basis to include a minimum of forty (40) continuous minutes per
24 teacher per day except in those cases as referenced in 5.01(d) and 5.03. Such time shall
25 be used for lesson preparation and for meeting other job description responsibilities;
26 therefore, the scheduling of administratively mandated meetings and other similar
27 functions shall be limited to two per month. A faculty meeting is an example of an
28 administratively mandated meeting. An IEP meeting is a non-example of an
29 administratively mandated meeting. Meetings for the purpose of curriculum planning,
30 with the involvement of administration, are acceptable so long as the number of meetings
31 is reasonable. TALC Labor Management shall review situations where the number of
32 meetings is of concern.

33 The parties will develop a process for monitoring compliance with planning guidelines
34 by each school as well as a recommended course of action when a school or work site is
35 not in compliance.

36 In the event a teacher is not provided planning time during the student day the school
37 administrator shall implement a process to provide a break to the teacher, if necessary.

1 A break shall be defined as an interruption in the teaching activity of the teacher for the
2 purpose of using the restroom or for other personal reasons. Such breaks shall be
3 reasonable in length and not distract from student learning.

4 (c) In cases where a work site/school is unable to comply with or requests a change in
5 language pertaining to the teacher daily planning time, the work site/school staff will
6 develop a plan to insure teachers receive the three hundred thirty minutes (330) minute
7 weekly minimum based on a regular five day work week. This plan must be submitted
8 as a waiver and reviewed and approved by the waiver review committee per Article
9 16.06.

10 (d) Fulfillment of performance responsibilities as defined by the Board's job description for
11 teachers shall be made available upon request to the individual supervisor.

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

19 (f) The parties agree that teachers are professionals and have responsibilities, which may
20 require the teacher's attendance and/or participation beyond the normal work day. Prior
21 to the beginning of each semester, a school calendar will be jointly developed by school
22 administrators and teacher representatives to include but not limited to the TALC
23 representative. Activities such as faculty meetings or other official school-related events
24 are examples of such responsibilities. When attendance at such meetings or activities is
25 required, the principal will notify in writing the affected teachers of the schedule and any
26 alterations necessary to the teacher's work schedule. Every reasonable effort will be
27 made by school administrators to minimize required attendance by teachers beyond the
28 regular work day. Parent/teacher conferences scheduled outside of the regular work day
29 shall be scheduled with the teacher.

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

39 **5.02 - TEACHER PREPARATION:** For purposes of this section, the following definitions shall
40 apply:

- 1 (a) Lesson Plans - Detailed daily description of instructional activities for students.
- 2 (b) Disclosure Documents - A general statement of course requirements, materials and
- 3 objectives.
- 4 (c) Course Outline - A general description of how the performance standards will be met
- 5 over a 6-15 week period of instructional time.

- 6 (d) Course - That body of instructional information identified by each specific course code
- 7 directory number.

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

13 Exclusively to the Lee Virtual Schools Program, there shall be no more than seven (7) different
14 course preparations per day.

15 **5.03 - CHANGE OF SCHEDULES, EMERGENCIES:** In the event of an emergency or other
16 unusual circumstances, as determined by the principal or other immediate supervisor, a teacher's
17 daily work schedule may be temporarily changed. When such a schedule change necessitates the
18 loss of a teacher's planning/conference period, and no volunteers are available, the loss of plan-
19 ning/conference period shall be on a rotating basis.

20 **5.04 - PHYSICAL FACILITIES:** The Board shall involve teachers in the preparation of
21 educational specifications for school facilities. The specifications shall be used in the planning and
22 construction of new facilities and in the planning of additions or the remodeling of existing
23 facilities. These specifications will be used, at the discretion of the Board. Such specifications may
24 include:

- 25 (d) teaching room/station for each teacher commensurate with the design capacity of the
- 26 school;
- 27 (e) teacher dining area;
- 28 (f) teacher preparation/rest areas and furnishings;
- 29 (g) adult rest room facilities;
- 30 (h) conference rooms;
- 31 (i) climate control;
- 32 (j) designated employee parking area;
- 33 (k) instructional equipment;
- 34 (l) chalk boards and tack board areas;
- 35 (m) building and grounds safety and security provisions;
- 36 (n) custodial and maintenance provisions;
- 37 (o) acoustical control.

38 **5.041** - Each teacher shall have a securable storage space for teaching materials and equipment.

1 **5.042 - SAFE AND SECURE CONDITIONS:** Adequate, clean, safe and sanitary working
2 conditions shall be provided for all employees. No employee shall be required to work in
3 conditions that are not safe or secure or perform tasks which endanger health and safety. The site
4 supervisor or principal shall, in consultation with the department responsible for safety and
5 security, whenever possible, make an initial determination as to whether an unsafe working
6 condition exists.

7 **5.043 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes aware of an
8 unsafe working condition shall immediately report the situation to his/her supervisor. A
9 safety/security deficiency form shall be provided to employees either by electronic file or by
10 hardcopy for reporting purposes. The supervisor shall investigate and initiate whatever corrective
11 action he/she deems appropriate with consultation and notice given to the department responsible
12 for safety and security. If the employee believes that the condition has not been corrected, he/she
13 may report it to the Safety/Security Committee in writing on the Safety/Security Deficiency Form.
14 All hard copies of the Safety/Security Deficiency Form shall be directed to the department
15 responsible for safety and security.

16 **5.044 – DISTRICT SAFETY/SECURITY COMMITTEE:** The joint committee shall consist of
17 sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent, including the
18 Chairman, and eight (8) of whom shall be appointed by the Associations, representing all affected
19 bargaining units. The District Safety/Security Committee shall meet on a schedule established by
20 the District Safety/Security Committee members. The joint committee shall review district safety
21 and unresolved site safety/security issues. Recommendations shall be forwarded to the
22 Superintendent and District Labor Management Committee by the District Safety/Security
23 Committee chairperson.

24 **5.05 - GRADES:** Each teacher is responsible for assigning grades for his/her students and turning
25 them in to his/her principal. No grade will be altered or cause to be altered without consultation,
26 where possible, with the teacher who assigned the grade. Such consultation shall be for the purpose
27 of reviewing the teacher’s justification of the assigned grade. In each case, the decision of the
28 principal shall, upon appeal by the teacher, be reviewed by the Superintendent and his/her decision
29 shall be final. If a change is made, the record will reflect that the change was made by the
30 Superintendent, principal or designee.

31 **5.06 - GRADE-LEVEL AND DEPARTMENT CHAIRPERSON:** Each opening for the position
32 of grade level, department chairpersons or team leader shall be announced prior to filling the
33 position. Teachers within the department, team or grade level shall make recommendations to the
34 principal on persons to serve as grade level, department chairpersons or team leader. First
35 consideration shall be given to persons who are recommended by their department, grade level or
36 team. The principal shall make the final determination in filling such vacancies and shall notify all
37 applicants of his/her decision prior to the end of the student school year. No department head,
38 grade level chairperson or team leader shall be required to evaluate, in writing, other bargaining
39 unit personnel.

1 **5.07 - MILEAGE:** Teachers required to travel as part of their regularly assigned responsibilities
2 shall receive mileage reimbursement when such has been approved by the Superintendent prior to
3 the assignment.

4 **5.08 - INTERRUPTIONS:** Assemblies, testing programs, and other school activities, which
5 disrupt normal classroom instruction, shall be rotated whenever possible so that the same classes
6 are not continually affected. Classes shall be free of unnecessary interruptions by use of the
7 intercommunications systems. Visitation to classrooms by non-employees shall be approved by
8 the supervisor. Whenever possible, affected employees shall be informed in advance.

9 **5.09 - ADMINISTRATIVE DUTY:** In schools that do not have an assistant principal or second
10 administrator, a teacher shall be designated to perform administrative duties. Teachers may
11 volunteer but shall not be required to assume administrative duties in the absence of the principal
12 or other immediate supervisor.

13 **5.10 – TOBACCO/SMOKE-FREE CAMPUSES:** Campuses shall be tobacco/smoke-free at all
14 times, including e-Cigarettes and/or vapor cigarettes, per Board Policy 5.37.

15 **5.11 – REPORTING CRIMES:** Teachers shall self-report within forty-eight (48) hours to
16 appropriate authorities (as determined by district) any arrests/charges involving the abuse of a
17 child or the sale and/or possession of a controlled substance. Such notice shall not be considered
18 an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil
19 or criminal, administrative or judicial, investigatory or adjudicatory. In addition, teachers shall
20 self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial
21 diversion program, or entering of a plea of guilty or Nolo Contendre for any criminal offense other
22 than a minor traffic violation within forty-eight (48) hours after the final judgment.

ARTICLE 6 - TEACHER CONTRACTS, AUTHORITY AND PROTECTION

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

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

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

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

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

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

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

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

7 **6.023** - The contractual status of a teacher who was initially employed in the District prior to July 1,
8 1984, and a teacher on continuing contract as of July 1, 1984, shall be covered by Florida
9 Statutes 1012.33 as it existed prior to July 1, 1984, and the provisions of the Agreement. Such
10 teacher's rights shall neither be enhanced nor diminished by the revisions of Florida
11 Statutes 1012.33 which became effective July 1, 1984. The contractual status of a teacher whose
12 initial employment in the District begins on or after July 1, 1984, shall be governed by the revisions
13 of Florida Statutes 1012.33 which became effective July 1, 1984, and the provisions of this
14 Agreement.
15

16 **6.0231** - Any member of the Teacher Association of Lee County bargaining unit, hired prior to
17 July 1, 2012, who does not fall under Florida Statute 1012.33, not holding a Florida Educator
18 Certificate or a District issued Vocational Teaching Certificate, shall fall under the following
19 guidelines:

20 During the first three years of employment, the District may choose not to renew an employee's
21 contract at the end of the employee's contract year. After three years of successful employment,
22 no employee's contract shall be non-renewed without just cause.
23

24 **6.0232 – ANNUAL CONTRACT PROTECTION:** Reappointment of a teacher with an annual
25 contract shall be as follows:
26

27 (a) An annual contract teacher who has received an effective or highly effective rating on
28 their last three (3) consecutive annual evaluations shall be reappointed, if a teaching
29 position exists at the school where the teacher is employed at the time of
30 reappointment. The teacher must meet all necessary qualifications related to
31 certification, highly qualified status, ESOL status, program requirements, and may
32 not have received any discipline (letter of warning, reprimand and/or suspension)
33 during the preceding twelve (12) months in order to be reappointed under this
34 paragraph. The rating on the annual evaluation for the most recent or current school
35 year shall be based on the information available at contract renewal.
36

37 (b) An annual contract teacher who has received a highly effective rating on one of their
38 last two (2) annual evaluations shall be reappointed, if a teaching position exists at the
39 school where the teacher is employed at the time of reappointment. The teacher must
40 have at least an effective rating on the annual evaluation that is not highly effective to
41 be reappointed under this paragraph. The teacher must meet all necessary
42 qualifications related to certification, highly qualified status, ESOL status, program
43 requirements, and may not have received any discipline (letter of warning, reprimand
44 and/or suspension) during the preceding twelve (12) months in order to be

1 reappointed under this paragraph. The rating on the annual evaluation for the most
2 recent or current school year shall be based on the information available at contract
3 renewal.

4
5 (c) The District is not obligated to reappoint or reemploy an annual contract teacher who
6 fails to meet the requirements of the above paragraphs.

7
8 (d) The District is not obligated to reappoint or reemploy an annual contract teacher that
9 fails to meet the requirements of the above paragraphs at the time of contract renewal
10 due to an ineffective manager's evaluation, but later becomes effective following the
11 release of Value Added Model (VAM) ratings.

12 **6.0233** - When a teacher on an Annual Contract has not been recommended for reappointment and
13 the teacher's most recent evaluation, at the time of the principal's recommendation, is Effective or
14 Highly Effective the following steps shall apply:

15 (a) The principal shall notify the Superintendent or designee of his or her decision to not
16 recommend reappointment.

17 (b) The Superintendent or designee and the Executive Director of Human Resources will
18 determine the appropriateness of the decision not to recommend reappointment. The
19 Superintendent or designee and the Executive Director of Human Resources, upon
20 written request, shall meet with the affected teacher and his/her representative. The
21 final determination regarding reappointment shall then be at the sole discretion of the
22 Superintendent or designee and the Executive Director of Human Resources and shall
23 not require just cause. There shall be no appeal from or challenge to the
24 recommendation, nor shall it constitute the basis for a grievance.

25 (c) If the decision of the principal is determined to be appropriate, the teacher shall be
26 notified of his or her non reappointment.

27 (d) If the decision of the principal is determined to be inappropriate, Human Resources
28 may direct that the teacher remain at the assigned school or may find an alternative
29 placement.

30 **6.024** - Any discipline of a teacher including reprimand, disciplinary suspension, or demotion
31 while under a teaching contract or supplemental contract shall be only for just cause. Terminations
32 and suspension for the purpose of investigation of charges which might lead to termination shall
33 be only for just cause as defined in Florida Statutes 1012.33 and shall not be subject to the
34 grievance procedure. The process for suspension without pay or termination shall be governed by
35 School Board Policy 1.16. The decision of the District not to renew an annual contract employee
36 shall not be subject to this section.

1 **6.025** - The Board shall reimburse each teacher if either of the following occurs while the teacher
2 is discharging his/her duties in accordance with his/her job description:

3 (a) Loss or damage to items of clothing and related personal property worn or carried about
4 the person which is damaged or destroyed as a result of an assault, less any amount paid
5 by insurance.

6 (b) Loss or damage of personal property as a result of negligence by the building
7 administrator or his/her designee as determined by the appropriate administrator of the
8 Property/Casualty Loss Program within the guidelines of the current Property/Casualty
9 liability guidelines. The total liability of the Board under this section, per teacher
10 occurrence, shall not exceed six hundred dollars (\$600) less any amount reimbursed by
11 insurance. A proof of loss statement, including verified replacement value, shall be
12 provided by the teacher.
13

ARTICLE 7 - NONDISCRIMINATION

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

ARTICLE 8 - SENIORITY

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

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

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

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

ARTICLE 9 - GENERAL EMPLOYMENT PRACTICES

1 9.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:

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

23 9.02 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:

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

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

25 **9.03 - EXCEPTIONS TO THE INVOLUNTARY TRANSFER PROVISION:** The Provisions
26 in 9.02 and 9.05 shall be implemented as described herein unless an instructional or student need
27 is identified. The Superintendent (and only the Superintendent) shall determine if a decision
28 contrary to these provisions is in the best interest of the District. If a Reduction In Force occurs,
29 the TALC President will review exceptions to Provisions 9.02 and 9.05 with the Superintendent
30 prior to this determination. A copy of the Principal's or Supervisor's recommendation to the
31 Superintendent for exemptions from Provisions 9.02 and 9.05 shall be provided to any affected
32 teachers and the Association at the time the recommendation is submitted to the Superintendent.
33 The Superintendent shall notify all teachers affected by the determination in writing in accordance
34 with the Instructional Staffing Calendar and Guidelines. The District will make a good faith effort
35 to place a Professional Service Contract or Continuing Contract teacher who has been impacted
36 by an exception to the involuntary transfer provision.

37 **9.031 - Involuntary Transfer Exemption for Lead TALC Building Representatives** – Elected
38 Lead TALC Building Representatives shall be exempt from surplus or involuntary transfers unless

1 required by law or the Superintendent or designee determines that the transfer is in the best interests
2 of the District. The exemption is to provide a continuity of representation to the bargaining unit.
3 TALC will maintain a current list of Lead Building Representatives and provide the list to the
4 District's Personnel and Labor Relations Departments upon request and at certain agreed upon
5 dates during the school year. In addition, each Principal will be provided the name of the current
6 Lead Building Representative in their school.

7 **9.04 - REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary due
8 to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by
9 the Board, the following provisions shall apply:

10 **9.041 -** The Board shall determine the specific work locations and/or special programs and areas
11 of certification within which positions are to be eliminated. Once the specific areas of certification
12 and/or positions have been determined, reductions shall be made on a countywide basis and shall
13 be in accordance with Florida Statute 1012.33(5) and certification as further defined in this section.

14 **9.042 -** For the purpose of reduction in force at the elementary level there shall be considered to
15 be two areas of certification: early childhood to include pre-kindergarten/kindergarten and
16 elementary (grades 1-5).

17 **9.043 -** In the middle and high schools, areas of certification shall be deemed to be the areas for
18 which the employee holds certification. No teacher assignment that would result in a violation of
19 state or federal law will be approved.

20 **9.044 -** In Exceptional Student Education, consideration will also be given to experience in
21 working with students with significant cognitive and behavioral disabilities.

22 **9.045 -** Once specific positions and/or areas of certification and levels have been identified by the
23 Board, a reduction in force shall be made on a countywide basis as follows:

- 24 (a) Employees holding temporary and/or provisional certification will be the first reduced.
- 25 (b) Annual contract employees who hold a professional teaching certificate will be the next
26 reduced.
- 27 (c) Continuing/professional service contract employees will be the last reduced.
- 28 (d) With each of items sub a-c, reduction shall be made such that the person in those areas
29 with the lowest performance evaluation is the first to be released and reductions shall
30 continue in the like manner until the needed number of reductions has occurred.
- 31 (e) In the event of equivalent performance evaluations, seniority will be a consideration.
- 32 (f) Any employee whose job is to be eliminated by a countywide reduction in force shall be
33 notified of such by certified mail.

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

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

9 **9.046** – Teacher assignments that result from a reduction in force shall comply with the teacher
10 qualification requirements as defined in state and federal law. No teacher assignments that would
11 result in a violation of state or federal law will be approved.

12 **9.05 - RECALL FOLLOWING REDUCTION IN FORCE:**

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

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

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

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

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

27 **9.06 - TENTATIVE ASSIGNMENTS AND CHANGES IN TENTATIVE ASSIGNMENTS:**

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

1 the change. If a conference is not possible, the rationale for the change shall be submitted in writing
2 to the teacher as soon as practicable prior to implementation of the change.

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

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

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

15 **9.07 - ADVERTISING AND FILLING VACANCIES:** Teacher vacancies will be posted on the
16 District website weekly by Human Resources. A vacancy shall exist when a person is sought to
17 fill a full-time position which has been identified by Human Resources. The notice of vacancies
18 shall list the position, location, and qualifications including certification coverage for those
19 positions, and deadline date for application. The notice of vacancies shall be sent to the
20 Association.

21 **9.071 – EVENING SCHOOL:** Vacancies anticipated for evening high school diploma and
22 vocational programs, and academic programs in the community school programs, shall be posted
23 on the District website prior to the beginning of each semester or summer term.

24 **9.072 – SUPPLEMENTAL ACADEMIC, NON-ACADEMIC, AND/OR CREDIT COURSE**
25 **ASSIGNMENTS:** In the selection and assignment of teachers to the District academic, non-
26 academic, and/or credit course programs and activities which occur beyond the normal 196 day
27 teacher work year and/or the normal 7-1/2 hour work day the following procedures will apply:

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

33 (b) Any position which is not filled by a teacher at the school having the openings shall be
34 posted on the District website along with any pertinent information regarding the
35 position(s).

36 (c) Teachers submitting applications will be notified of the disposition of the teacher's
37 application as soon as the final determination is made as to assignments and/or selection.

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

24 **9.0721 – SUMMER SCHOOL/EXTENDED SCHOOL YEAR:**

- 25 (a) Applicants must complete an online instructional or support application to be considered
26 for extended school year (ESY)/summer school employment.
- 27 (b) Applicants shall indicate extended school year/summer school site preference in the
28 “employment preferences” section of the online application. Applicants may indicate
29 multiple site preferences or choose an option for any site preference.
- 30 (c) Applicants must comply with District certification requirements in the assigned subject
31 area. A list of qualified applicants for each location and job will be accessible via
32 PeopleSoft Talent Acquisition Management. Each job will be assigned a job opening ID
33 Number.
- 34
- 35 (d) Filling positions for extended school year/summer school must be in accordance with
36 provision 9.075. When filling positions the following guidelines are also recommended:
37

38 With the exception of the continued school year program for students receiving a 1 or 2
39 score on the state mandated assessments, the order of selection of teachers to fill
40 positions should be as follows:

- 1 a. Professional service Contract/Continuing Contract teachers from the
- 2 assigned school or feeder schools.
- 3 b. Annual Contract teachers from the assigned school or feeder School
- 4 District of Lee County.
- 5 c. Teachers, regardless of contract status, District-wide based on
- 6 seniority

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

- 14 (e) Summer School and Extended Year is a continuation of the previous year, therefore,
- 15 Summer School and Extended Year staff will be paid the same pay step they earned
- 16 during the preceding school year.
- 17 (f) Teachers must have ESOL endorsement, ESOL K-12 certification or Board approval to
- 18 teach ESOL out-of-field if they are the primary deliverer of language arts instruction to
- 19 LEP students.
- 20 (g) Middle school teachers are selected by middle school principals. Principals will work
- 21 together to staff summer sites.

22 **9.073 – SUPPLEMENTAL POSITIONS:** Those supplemental positions designated on the salary
23 schedule as countywide shall be posted on the District website no later than May 15 of each school
24 year. The deadline for applications shall be ten (10) working days after the date of publication.
25 Any athletic position listed on the salary schedule supplement that cannot be filled by a faculty
26 member of the team’s school shall be posted on the District website. The deadline for applications
27 shall be ten (10) working days after the date of publication. Each principal shall post a list of
28 supplemental positions allocated to that school for the subsequent school year until all positions
29 have been filled.

30 **9.074 – ADMINISTRATIVE POSITION OPPORTUNITIES:** Opportunities for Admin-
31 istrative positions shall be posted at least twice annually in the notice of vacancies.

32 **9.075 – FILLING POSITION:** Any application for a posted vacancy received by Human
33 Resources from a Lee County teacher shall be reviewed by the appropriate principal or supervisor
34 prior to recommending an applicant to fill the position. Except in such circumstances as approved
35 by the Superintendent, a vacancy will not be filled with other than an interim appointee for at least
36 five (5) working days after the posting date on the District website listing the vacancy. Any
37 continuing contract/professional service contract teacher holding the appropriate certification shall
38 be given first consideration in the staffing of teaching vacancies. Teacher applicants in the District

1 assigned to a grade level or subject area outside the scope of their teaching certification shall be
2 given first consideration for openings within the subject or field of their certification.

3 **9.076 - NOTIFICATION:** Teachers who have made written application to fill a posted an
4 advertised vacancy, including a summer or evening school, shall be notified in writing of the action
5 of the Board in filling such vacancy.

6 **9.08 - PHYSICAL EXAMINATIONS:** This Article is intended to comply with the Americans
7 with Disabilities Act (ADA). All newly hired teachers must undergo a physical examination by a
8 licensed medical doctor. The results of this examination shall be stated on a form provided by the
9 Board. The form must be received by the Board before employment can begin. Additional medical
10 examination may be required in order to determine whether matters reported in the initial examina-
11 tion would present a direct threat to the health or safety of the applicant or of any other person.
12

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

18 **9.09 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a worker's
19 compensation injury and who have been evaluated and released by an approved physician as
20 physically able to return to work with specific limitations, will return to their job site upon written
21 authorization by the Insurance and Benefits Management. Specific work limitation will be
22 forwarded to the employee's supervisor from the treating physician. The employee will remain in
23 his/her job site, performing appropriate duties as identified by his/her supervisor for a period of
24 time agreed to by the employee and the work site supervisor. The employee will be evaluated by
25 the physician as necessary based on the course of treatment and, if not released for full duty, will
26 be returned for limited duty for a work period agreed to by the employee and the work site
27 supervisor. At the completion of the second work period, if the employee is not able to return to a
28 full duty status, he will be evaluated by the physician, principal/supervisor and the Insurance and
29 Benefits Management to determine the employee's status. Alternatives such as returning to
30 worker's compensation off-duty status, continuation of limited duty assignments, alternate duty
31 assignments, and/or other assignments will be reviewed with the employee. If a period of limited
32 duty exceeds six months, the District will notify the Association of the identity of the employee.

33 **9.10 – ALTERNATE DUTY TRAINING:**
34

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

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

28 **9.101 - WAGES:** Employees selected for alternate duty assignments will be paid in accordance
29 with the appropriate salary schedule, but in no case shall the employee receive less than the amount
30 received prior to the injury

ARTICLE 10 - TEACHER EVALUATION

1 **10.01** - Within the first sixty (60) days of the teacher's contract year and prior to preparing the
2 formal written report of a teacher evaluation required by law, each teacher shall be informed of the
3 criteria and the procedures to be used in his/her formal observations and evaluation. Each teacher
4 shall be assessed utilizing the Final Performance Evaluation found on the District's Web site,
5 (www.leeschools.net).

6 **10.011** – A Performance Evaluation must be conducted twice (mid-year and final) for a newly
7 hired teacher in the first year of teaching in the school district. For the purposes of this provision,
8 newly hired means a person that has never taught in the School District of Lee County.

9 **10.012** - Each Probationary Contract teacher shall be the subject of a formal observation by an
10 appropriate administrator at least two (2) times each school year. The first formal observation shall
11 be completed by the first work day of December. At least one formal observation of each
12 classroom teacher is to be conducted by the principal or assistant principal. Each school principal
13 will counsel with each teacher and direct the teacher to the appropriate level of professional
14 growth. Such options may include an individual professional development plan, professional
15 development within the professional learning community (PLC) or such alternatives agreed on
16 between the parties. Employees who hold a Continuing or Professional Service Contract may be
17 observed by an appropriate administrator. Other members of the instructional unit, including but
18 not limited to guidance counselors, media specialists, school social workers, school psychologists,
19 Prep/Curriculum specialists, and teachers-on-assignment, will be evaluated by an appropriate
20 administrator.

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

30 **10.014** - Observations of a teacher's performance of duties and responsibilities shall be conducted
31 openly with no intent to conceal such from the knowledge of the teacher.

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

- 1 **10.016** - After discussion of the Final Performance Evaluation, the teacher shall acknowledge the
2 report.
- 3 **10.017** - If a teacher disagrees with the Final Performance Evaluation, he/she may provide written
4 comments which shall, become part of the Board's file copy of his/her evaluation report.
5
- 6 **10.018** – Professional Service Contract and Continuing Contract teachers who receive a total
7 manager's rating or an overall evaluation of "Needs Improvement" or "Unsatisfactory," will be
8 provided assistance the following school year.
- 9 **10.019** - All probationary and annual contract teachers shall be notified of their reappointment
10 recommendation by the principal/supervisor by May 10.
- 11 **10.020** - The date for completion of the teacher's Final Performance Evaluation shall be May 10.
12 These evaluations may be performed earlier when notice of dismissal or non-renewal is given.
- 13 **10.021** - Comments relating to the observation or evaluation of a teacher's performance of duties
14 and responsibilities shall be made in private.
- 15 **10.022** - For the purpose of this evaluation procedure, the Board's evaluation document shall
16 include the assessment criteria in F.S. 1012.34(2).
- 17 **10.023 - COLLEGIAL COACH:** Upon receipt of written notice of unsatisfactory evaluation
18 from the Superintendent during the school year, a teacher may select a collegial coach for the
19 purpose of providing professional support and feedback. The individual designated as the collegial
20 coach shall be decided upon mutual agreement between the principal, teacher and collegial coach.
21 The collegial coach will not participate in the formal evaluation of the teacher. The teacher may
22 request an opportunity to be considered for a transfer to another school upon written request to the
23 Superintendent.
- 24 **10.024** - Each teacher shall have the right to review the contents of his/her personnel file. Each
25 teacher has the right to have another person accompany him/her in the review of his/her personnel
26 file, if he/she so chooses. Such review shall be made in the presence of the person responsible for
27 the safekeeping of the personnel files of the Board.
- 28 **10.025** - Upon request from a teacher, the Board will provide, within five (5) working days, a copy
29 of such contents and records of the teacher's personnel file as is requested in writing by the teacher.
30 The cost of preparation and duplication of such records shall be at the teacher's expense.
- 31 **10.026** - A teacher shall have the right to comment, in writing, concerning any materials in his/her
32 personnel record.
- 33 **10.027** - Teacher personnel files shall be maintained according to F.S. 1012.31.

1 **10.11 - NEW TEACHER INDUCTION PROGRAM:** Peer teacher assignments shall be
2 voluntary. Teachers who serve as peer teachers must complete the Clinical Education Training or
3 its equivalent.

4 **10.12 -** When preparing observation report forms, the peer teacher shall be required to document
5 only the time and date of the observation and the competencies or other areas covered during the
6 observation.

7 **10.13 -** Peer teachers shall be evaluated only on their regular classroom performance and not on
8 their peer teaching activities.

9 **10.14 -** Peer teacher supplements shall be paid for a minimum of one semester.

10

11 **10.2 – EVALUATION OF ASSOCIATION PRESIDENT:** The student performance measure
12 will be thirty (30) percent of the annual evaluation for the president of the association.

13

14 The District will use the percentage of teachers in the District who were rated either highly
15 effective or effective in the student performance portion of the evaluations, Value Added Model
16 (VAM), as a measure of contribution to student growth. That percentage is calculated by dividing
17 the number of teachers who received either an “Effective” or “Highly Effective” rating by the total
18 number of teachers in the District, including those with a student performance rating of
19 “Unsatisfactory” and “Developing/Needs Improvement” and multiplying by one hundred (100).

20

21 Final student performance rating shall be as follows:

22

23 (a) **Highly Effective:** One hundred (100) percent Highly Effective/Effective combined with
24 greater than fifty (50) percent Highly Effective.

25

26 (b) **Effective:** Greater than or equal to sixty (60) percent Highly Effective/Effective combined.

27

28 (c) **Developing/Needs Improvement:** Greater than or equal to fifty (50) percent Highly
29 Effective/Effective combined and less than sixty (60) percent Highly Effective/ Effective
30 combined.

31

32 (d) **Unsatisfactory:** Less than fifty (50) percent Highly Effective/Effective combined.

ARTICLE 11 - PROVISIONS FOR LEAVES

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

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

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

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

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

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

31 **11.016 – APPROVAL OF LEAVE:** All requests for leave shall be submitted on the proper form
32 and shall be subject to approval or disapproval by the Superintendent.

33 **11.017 – LEAVE DISPOSITION:** All teachers making an application for leave shall be notified
34 in writing of the disposition of such leave on the form provided by the Board. Reasonable effort
35 will be made to ensure notification of the employee regarding the disposition of the leave prior to
36 the date for which leave is requested.

1 **11.02 - TYPES OF LEAVE:**

2 **11.0201 – SICK LEAVE:** Any teacher on a full-time basis shall be entitled to four days of sick
3 leave as of the first day of employment during each contract year and thereafter shall accrue one
4 (1) day of sick leave credit for each month of employment. The employee must work one day more
5 than half of the scheduled work days in the month to earn one day of sick leave for the month. Sick
6 leave shall be credited to the teacher at the end of the month and may not be used prior to the time
7 it is earned and credited, provided that no teacher may earn more than one (1) day of sick leave
8 times the number of months of employment during the school year. Such leave shall be cumulative
9 (actual number of hours earned) from year to year without limit to the number of hours that may
10 be accrued. Any leave charged against accrued sick leave shall be with full compensation. As
11 stated above, the teacher receives four (4) sick days at the end of the first day of the contract year,
12 but does not actually earn those four (4) days until he/she has worked four (4) months of the
13 contract year. Therefore, if termination occurs when the employee has used more sick days than
14 he/she has earned that contract year, and if he/she has no sick leave accumulated from prior years,
15 the School Board will withhold the amount of the teacher’s daily rate of pay for each sick day used
16 that has not been earned. Also, if an employee who is eligible for terminal sick pay benefits
17 terminates before completion of his/her contract year, the number of sick leave days for which
18 he/she receives benefit shall not exceed the number of sick leave days accumulated prior to the
19 beginning of that contract year plus one (1) sick leave day for each month of actual employment
20 in the contract year during which termination occurs.

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

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

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

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

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

38 1) Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2) day
39 shall be defined as one-half the number of hours defined as the teacher’s regular
40 work day.

- 1 2) Any teacher who has used all accrued sick leave but who is otherwise entitled to
2 sick leave shall be granted sick leave without pay. The claim for such sick leave
3 shall clearly state that the leave is without compensation.
- 4 3) In the case where sick leave abuse is suspected, the Superintendent may require a
5 doctor's statement of verification of illness. A verification of claim may be initiated
6 by the principal or supervisor.
- 7 4) A false claim for sick leave shall be deemed cause for employee discipline up to
8 and including discharge. Where there is any doubt as to the validity of a sick leave
9 claim, the Superintendent may require the employee to file supporting evidence
10 where personal illness is not involved.
- 11 5) An application for sick leave due to an extended illness (not fewer than twenty (20)
12 days) shall have attached to it a statement from a practicing physician certifying
13 that such leave is essential and indicating the probable duration of the illness and
14 needed leave.
- 15 6) If leave is granted for an extended illness, teachers must notify their principal or
16 supervisor (in writing) no later than the work day before the last day of the leave of
17 their intent to:
- 18 a) Return to work
19 b) File a request to extend their leave, or
20 c) Resign.
- 21 (f) **Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick leave credit from
22 other Florida school districts with the restriction that at least one-half (1/2) of the valid
23 accrued leave shall be established in The School District of Lee County, Florida.
- 24 (g) **Reinstating Accrued Sick Leave:** When a teacher of the Lee County School District
25 interrupts service through termination and subsequently returns to employment in the
26 District without having used his/her Lee County accrued sick leave credit in another
27 Florida school district, such accrued sick leave credit shall become valid on the first day
28 of contractual service.
- 29 (h) **Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits based on
30 unused sick leave, all unused sick leave credit shall become invalid.

31 **11.0202 - Illness or Injury In-Line-Of-Duty Leave** Any full-time regular employee shall be
32 entitled to illness- or injury-in-line-of-duty leave with pay, less any Workers' Compensation
33 payments, for a period not to exceed ten (10) work days per fiscal year regardless of the number
34 of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that illness
35 or injury continues or recurs from one fiscal year to succeeding fiscal years, except as provided in
36 this Agreement, when he/she has to be absent from work because of personal injury received in
37 the discharge of his/her duties. Illness-in-line-of-duty leave is intended to deal with the illnesses
38 normally known as childhood diseases such as, but not limited to, mumps, measles and chicken
39 pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is
40 non-accumulative. In addition to the conditions listed below, for both illness- and injury-in-line-
41 of-duty, the Board reserves the right to request a second concurring medical opinion from a

1 physician designated by the Board. Any additional expense incurred as a result of this requirement
2 will be paid by the Board.

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

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

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

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

21 **11.0203 – PERSONAL LEAVE:** Any teacher desiring personal leave shall make written
22 application for such leave. The teacher shall not be entitled to compensation while on personal
23 leave except as provided herein. The Board and the Association agree that the purpose of personal
24 leave is to allow the employee to attend to personal business or matters which cannot be attended
25 to outside of the employee's regular workday. Examples of personal business include but are not
26 limited to, legal and judicial proceedings, family weddings or graduation, civic functions, etc.
27 Employees who are found to be in violation of this section through misuse of personal leave may
28 be subject to disciplinary action.

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

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

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

- 37 a) Up to five (5) days personal leave with pay may be allowed but deducted from
38 accumulated sick leave for each teacher during each fiscal year. Any employee
39 desiring personal leave shall make written application for same on the standard
40 leave form provided by the Board at least five (5) days in advance when feasible
41 and not fewer than 24 hours in advance except in cases of emergency. If the reason

1 for absence is an emergency and prior written request is not possible, the teacher
2 will notify the principal or immediate supervisor as soon as possible prior to the
3 absence.

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

- 6 1) Personal leave may not be cumulative.
- 7 2) Personal leave is subject to approval and may not be approved if the
8 Superintendent determines that the granting of this leave will create a
9 disruption of the instructional setting or of the normal work setting.
- 10 3) Personal leave charged to sick leave may only be used in increments of a
11 minimum of one-half (1/2) of the teacher's regular work day.

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

- 14 1) Under no circumstances will teachers be required to provide the supervisor
15 with the reason for the personal leave request.
- 16 2) If the supervisor feels that approval of this request will in any way disrupt the
17 instructional setting or work setting, the teacher will be given two options:
 - 18 (a) accept disapproval of the personal leave request, or
 - 19 (b) provide the supervisor verbally with a reason for the request so that the
20 supervisor may try to accommodate the needs of the teacher when the
21 request, based on the reasons given, is a situation that cannot be controlled
22 by the employee or postponed to another time. (Some examples of this
23 would be: family weddings, court appearances, etc.) The reported reason
24 will not be recorded on the leave request form and will be held in
25 confidence.
- 26 (c) When a situation arises that necessitates disapproval of requests for
27 personal leave, the principal or supervisor will give consideration to those
28 requests in the order in which they are received as determined by the filing
29 date of the requests.

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

36 a) **Extended Personal Leave Without Pay:** Personal leave without pay not to exceed
37 thirty (30) days may be granted at the discretion of the Superintendent. Personal
38 leave in excess of thirty (30) days shall be subject to approval by the Board.

39 b) **Personal Leave Without Pay for Adoption of a Child:** A teacher adopting a child
40 may request personal leave without pay to become effective at any time during the
41 first year after receiving defacto custody of a child, or prior to receiving such
42 custody if necessary, and only to the extent required, to fulfill the requirements for

1 adoption. The conditions and procedures for adoption leave shall be outlined under
2 the applicable section of maternity leave in this article. Only one adoption leave per
3 household will be granted at any given time.

4 c) **Personal Leave Without Pay for Paternity Leave:** Teachers may be eligible to
5 apply for paternity leave pursuant to law, subject to the applicable conditions as
6 outlined in the section on maternity leave in this article, except that only one leave
7 of either type will be approved per household at any given time. In addition,
8 paternity leave will only be granted for a period of time following the birth of the
9 child.

10 d) **Notice of Return from Extended Leave of 30 days or less:** Employees on
11 approved leave of 30 days or less must notify their principal or supervisor in writing
12 no later than the work day prior to the last day of the extended leave of their intent
13 to:

- 14 1) return to work,
- 15 2) file a request to extend the leave or
- 16 3) resign

17 e) **Notice of Return from Board Approved Extended Leave Without Pay:**
18 Employees on Board approved leave without pay of more than 30 days must notify
19 their principal or supervisor in writing no later than twenty (20) work days prior to
20 the last day of the extended leave of their intent to:

- 21 1) return to work,
- 22 2) file a request to extend the leave, or
- 23 3) resign

24 f) **Job Restoration:** Upon return from an extended leave, an employee shall be
25 restored to the same or an equivalent position. An equivalent position must be at
26 the same pay, benefits, and working conditions, include the same privileges,
27 prerequisites and status, and involve the same or substantially similar duties and
28 responsibilities. The equivalent position must be located at the same or
29 geographically proximate work site unless the employee's request for transfer has
30 been accepted.

31 **11.0204 MATERNITY LEAVE:** All full-time teachers shall be eligible for maternity leave. The
32 teacher shall submit a written request for maternity leave to the Superintendent. The leave request
33 shall include the date leave is to commence as determined by the teacher in consultation with her
34 licensed provider. Except in the case of an emergency, a request for maternity leave shall be made
35 at least thirty (30) calendar days prior to the date on which the leave is to begin. Maternity leave
36 shall be without pay except that the teacher must file a claim to use accrued sick leave during that
37 period of the leave for which a medical disability exists. The teacher must submit a licensed
38 provider's statement indicating the number of days a medical disability exists. Approval of a claim
39 for maternity leave shall be contingent upon certification of pregnancy by a licensed medical
40 provider. In the event that the leave request does not specify a return date, the teacher shall notify
41 the Superintendent at least twenty (20) working days prior to her intended return date. Such notice
42 shall be given no later than April 1 in order for the teacher to be considered for return to duty that
43 school year. The teacher may return to duty on the date requested upon receipt by the
44 Superintendent of certification from a licensed provider stating that she is physically capable of
45 performing her job. In the event that leave is approved by the Board effective on or after the first

1 day of the fourth quarter of a school year, a request for the next fiscal year shall not extend beyond
2 the end of the first semester.

3 **11.0205 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable
4 state and federal law. Employees in the National Guard or Reserve shall be granted up to seventeen
5 (17) scheduled paid days leave of absence per school year without loss of pay. Leave for longer
6 periods shall be granted when the employee is assigned to duty functions of military character.
7 Such extended leave shall be without loss of seniority but is not paid leave. An employee shall be
8 granted leave to participate when called for active federal military service. The first thirty (30)
9 scheduled paid days of leave is with full pay and the remainder is without pay. Such leave
10 terminates thirty (30) scheduled paid days after release or discharge from active military service.
11 Such leave shall be without loss of seniority and shall be credited to the employee for experience
12 credit on the salary schedule. Nothing herein shall be construed to expand any military leave
13 privileges other than those provided by applicable state and federal law.

14 **11.0206 – JURY DUTY LEAVE** Any regular teacher, including those employed expressly for
15 summer school, who is summoned as a member of a jury panel shall be granted temporary duty
16 leave with pay. The Board shall not reimburse the teacher for meals, lodging and travel expenses
17 incurred while serving as a juror. Jury fees paid by the court for such purpose may be retained by
18 the teacher.

19 **11.0207 – WITNESS DUTY LEAVE:** When a teacher is subpoenaed, he/she may be granted
20 temporary duty leave. In no case shall temporary duty with pay be granted for court attendance
21 when an employee is engaged as a party to the litigation. The teacher may retain any fees received
22 from the court. In the event no fees are received from the court and the teacher is representing the
23 Board as a witness or a defendant, he/she will be eligible to be paid per diem and travel expenses,
24 where applicable, upon filing an official request for reimbursement.

25 **11.0208 – EXTENDED PROFESSIONAL LEAVE:**

26 (a) By December 1 each school year, the Superintendent will publish a list of certification
27 areas in which a shortage of employees exist. Priority will be given to employees who
28 apply for study in these areas.

29 (b) Applications will be screened by a committee of six (6) members. Three (3) members of
30 the committee will be appointed by the President of TALC and three (3) members will
31 be appointed by the Superintendent.

32 (c) An applicant must agree to pursue a plan approved by the committee which leads to
33 certification in a shortage area identified by the Superintendent unless otherwise
34 approved.

35 (d) The applicant must provide a written recommendation from his supervisor.

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

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

24 **11.0209 – TEMPORARY DUTY:** Upon the approval of the Superintendent, a teacher may be
25 assigned to be temporarily away from his/her regular duties and/or place of employment for the
26 purpose of performing other educational services, including but not limited to participation in
27 surveys, professional meetings, study courses, workshops, professional organizational meetings,
28 and similar services of direct and long-term benefit to the educational program. Such assignment
29 may be initiated by the principal or other immediate supervisor, the Superintendent or by the
30 individual who desires the temporary duty. Temporary duty, when approved by the
31 Superintendent, shall be with full compensation of salary. Each request for temporary duty shall
32 be filed with the teacher's principal or other immediate supervisor as early as possible but at least
33 one (1) week in advance of the effective date of the temporary duty. In the event that temporary
34 duty leave is denied, the administrator denying the leave shall provide the reasons for the denial in
35 writing to the teacher at the time of denial.

36 **11.0210 – TEMPORARY DUTY LEAVE FOR SUMMER COURSEWORK:** Employees
37 enrolled in a degree-seeking program may be eligible to apply for temporary duty leave of up to a

1 total of five (5) days during pre- or post-school planning as needed to attend summer school classes
2 for completion of the degree. Application for this leave must be submitted at least twenty (20) days
3 prior to the close of the teacher's work year and will be subject to review and approval by the
4 professional leave committee as defined in Provisions 11.0208.

5 **11.0211 – FAMILY AND MEDICAL LEAVE:** All provisions of this section shall be effective
6 for School Board employees July 1, 1994, and shall be interpreted so as to comply with the
7 requirements, including definitions, of the Family and Medical Leave Act of 1993, and any
8 applicable implementing regulations. No provision in this section shall operate to limit or reduce
9 leaves provided under other contract terms.

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

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

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

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

1 must be requested by the employee in writing at least thirty (30) days in advance, or as
2 soon as is practicable.

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

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

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

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

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

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

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

22 **11.0212 – INSURANCE COVERAGE:** The insurance coverage of any employee who is granted
23 a leave terminates on the first scheduled pay day that the employee does not receive a paycheck,
24 except as otherwise provided by law or this agreement. To continue insurance coverage during the
25 leave period, the employee must remit all premiums due thereafter when permitted

26 **11.03 - TERMINAL PAY BENEFITS:** A regular full-time teacher, upon application, after ten
27 years of creditable service in a retirement plan established by the Florida Legislature, shall be
28 entitled to terminal pay at the time of:

- 29 (a) normal retirement or early retirement;
- 30 (b) disability retirement;
- 31 (c) termination.

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

35 **11.031:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan
36 established by the Florida Legislature and shall be based on the total number of accrued and valid
37 sick leave days credit to the teacher at the daily rate of pay of the teacher at the time of termination.
38 The amount of terminal pay shall be computed as follows:

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

13 **11.032:** Any teacher entitled to terminal pay benefits shall have been under contract to render
14 services for the period immediately preceding termination of employment and shall not be under
15 suspension from duty except for reasons pertaining to health, or have any charges pending which
16 could result in dismissal from employment.

17 **11.033 SPECIAL PAY PLAN:** Teachers shall participate in the Special Pay Plan upon
18 retirement, participation in the Florida Retirement System DROP program or upon termination
19 from District employment. Teachers who have \$1,000 or more of terminal pay for unused
20 accumulated sick leave and/or payments for unused annual leave shall have all eligible funds
21 placed in the Special Pay Plan subject to the specific provisions of the plan.

22 **11.03301 MANDATORY PARTICIPATION:** Participation in the Special Pay Plan is
23 mandatory for all eligible teachers.

24 **11.03302 TERMINATION OF PLAN PARTICIPATION:** Bargaining Unit Participation in
25 the Plan may be terminated with the approval of the Association and the District.

26 **11.03303 DROP PARTICIPATION HOLDBACK:** Teachers enrolled in the DROP program
27 shall be required to retain 30 days of accumulated sick leave that shall not be eligible for the Special
28 Pay Plan until termination in DROP.

29 **11.03304 HOLD HARMLESS:** Plan participants who separate from employment before the
30 calendar year in which they turn age 55 and who elect to withdraw funds prior to age 59 ½ are
31 subject to a 10% early withdrawal penalty by the IRS. The District will hold harmless (make
32 whole) teachers who fall within this category if they request all of their funds from the Plan
33 Administrator within 60 days of actual retirement or termination of employment with the District.

34 **11.04 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a pool of
35 emergency sick leave days from which contributors may draw after their own accumulated sick

1 leave has been exhausted. Nothing in this section shall be interpreted to change any of the
2 provisions in other sections of this Article except as it provides for additional days of sick leave
3 with pay for members of the SLB. The District has several Sick Leave Banks. When a Sick Leave
4 Bank member changes positions which would require a change to a new Sick Leave Bank, that
5 person shall be treated as a new member and must give up one sick day for membership in the new
6 bank. However, if the member has donated a day within the same fiscal year, that day may be
7 transferred to the new bank.

8 **11.041 – MEMBERSHIP:** Any full-time employee may enroll in the Sick Leave Bank between
9 August 15 and September 30 provided the following three requirements are met:

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

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

16 **11.042 - CONTRIBUTION:** In the event the number of days in the SLB balance falls below thirty
17 percent (30%) of the number of SLB members, each member of the SLB shall be required to
18 contribute one (1) day, from their own accumulated sick leave to the SLB. In the event an SLB
19 member cannot contribute an additional day due to leave exhaustion, and he/she is not currently
20 drawing from the SLB, the additional day automatically shall be the next accrued sick leave day.

21 **11.043 - DURATION:** If membership in the bank and the number of days in the bank should fall
22 below three hundred (300), the bank shall be discontinued and days remaining in the bank shall be
23 distributed as provided elsewhere in this section.

24 **11.044 – ADMINISTRATION:**

- 25 (a) The SLB will be administered by Human Resources. Forms may be obtained by
26 participating teachers from Human Resources or work site.
- 27 (b) An Overview Committee consisting of two (2) representatives appointed by the
28 Superintendent and two (2) representatives appointed by the Association shall be formed
29 to review the administration of the bank, investigate alleged abuses, and determine
30 eligibility as set forth in 11.041 of this section. Committee members shall be provided a
31 quarterly report showing the number of SLB members, balance of days, and number of
32 applications for withdrawals.

33 **11.045 - BENEFITS:** The SLB shall be used only by the SLB member for his/her own personal
34 illness or disability and may not be used because of the illness, disability or death of any other
35 person.

- 36 (a) In the event of a continuing or catastrophic illness of a participating teacher, causing the
37 teacher to be absent from work for an extended period of time, the teacher may receive
38 paid leave as follows:

- 1 1) All accumulated sick leave and all other forms of paid leave available to the teacher
2 must first be expended, followed by an unpaid leave of ten (10) continuous work
3 days.
4 2) Application must be made to the SLB, submitting medical certification and
5 justification of the number of days required for the leave.
6 3) A maximum of one hundred (100) continuous paid work days may be received by
7 a teacher in a school year or a total of one hundred (100) days for any one illness or
8 disability. Having used one hundred (100) days for any one illness or disability and
9 having returned to work, the teacher shall again become eligible to draw days for
10 the same illness or disability after a three (3) year waiting period which shall begin
11 with the date of returning to work.

12 (b) In the event of a continuing or second catastrophic illness of a participating employee
13 which occurs within one calendar year of the date the employee returned to work after
14 utilizing the Sick Leave Bank and the employee is approved for sick leave benefits, the
15 ten (10) days of unpaid leave shall be waived.

16 (c) Questions raised by Human Resources concerning the eligibility of an employee to
17 receive benefits will be reviewed by the Overview Committee which will make the final
18 determination as to eligibility for benefits. In cases denied, the Overview Committee
19 shall provide, in writing, reason(s) for such denial. The applicant may appeal his/her
20 request to the committee for reconsideration within ten (10) days from receipt of denial.
21 The Overview Committee's determination is not subject to the grievance procedure and
22 arbitration.

23 **11.046 - ABUSE:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a
24 finding of such abuse, the teacher shall be required to repay all of the sick leave credits drawn from
25 the SLB and shall be subject to such other disciplinary action as determined by the School Board
26 to be appropriate.

27 **11.047 - DISCONTINUANCE:** If it should become necessary to discontinue the SLB, unused
28 sick leave in the bank will be distributed in the following manner:

29 (a) If the number of unused sick leave days in the bank exceeds the number of members in
30 the bank, each member will receive one (1) of the unused days to be credited to his/her
31 personal accumulated sick leave account. Those days exceeding the number of members
32 in the bank will be dispensed of at the sole discretion of the Board whose decision will
33 be final and not subject to the grievance procedure and arbitration.

34 (b) If the number of unused sick leave days in the bank is equal to the number of members
35 in the bank, each member will receive one (1) of the unused days to be credited to his/her
36 personal accumulated sick leave account.

37 (c) If the number of unused sick leave days in the bank is more than one-half (1/2) but less
38 than or equal to the number of members in the bank, each member will receive one-half
39 (1/2) of one of the unused days to be credited to his/her personal accumulated sick leave
40 account. Those days exceeding one-half (1/2) of the number of members in the bank will
41 be dispensed of at the sole discretion of the Board whose decision will be final and not
42 subject to the grievance procedure and arbitration.

- 1 (d) If the number of unused sick leave days in the bank is equal to one-half (1/2) of the
2 number of members in the bank, each member will receive one-half (1/2) of one of the
3 unused days to be credited to his/her personal sick leave account.
- 4 (e) If the number of unused sick leave days in the bank is less than one-half (1/2) of the
5 number of members in the bank, all of the days will be disposed of at the sole discretion
6 of the Board whose decision will not be subject to the grievance procedure and
7 arbitration.

8 **11.048 – HOLD HARMLESS:** The Association, its officers, agents, and members of the
9 bargaining unit will hold the Board, its officers and agents harmless for the cost and results of any
10 action which may be brought by any of its members, group or groups of members, members of the
11 bargaining unit, or agencies of law, with respect to the establishment, administration or
12 expenditure of the assets of the SLB.

13 **11.05 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,
14 earned sick leave to his or her spouse (person to whom the donor employee is legally married at
15 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of the
16 donor employee), or sibling (brother or sister of the donor employee, but not step-sister or step-
17 brother) who is also a regular part-time or full-time district employee (not a temporary employee
18 or substitute).

19 **11.051 – TRANSFER OF SHARED SICK LEAVE:** The transfer of sick leave is subject to the
20 following limitations and conditions:

- 21 (a) The transfer of sick leave will be administered by the Payroll Department. Employees
22 wishing to donate sick leave shall request the transfer in writing to the Payroll
23 Department. The letter of request must include the total hours requested for transfer,
24 name, and social security number of the intended recipient, the work location of the
25 intended recipient, the relationship of the intended recipient to the employee donating
26 the sick leave, and the social security number and work location of the employee writing
27 the letter of request for transfer of sick leave hours.
- 28 (b) The signed, completed letter requesting the transfer must be received in the Payroll
29 Department prior to the current pay period processing cut-off date in order to be reflected
30 on the recipients' current payroll record.
- 31 (c) The recipient must be employed in a position eligible to accrue leave time.
- 32 (d) The donated sick leave must be used for illness only and must be supported by medical
33 verification from a physician upon request.
- 34 (e) The recipient may not use donated sick leave until all of his or her accumulated sick and
35 vacation leave is depleted.
- 36 (f) If the total hours identified on the letter of request from the donor is not eligible for
37 transfer, or if the recipient identified in the letter is not eligible to receive the requested

1 transfer of sick leave hours, the letter will be returned by the Payroll Department to the
2 employee with an explanation included on, or attached to, the letter of request.

3
4 (g) Unearned, advanced sick leave hours are not eligible for transfer.

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

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

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

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

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

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

16 **11.052 – HOLD HARMLESS:** The Association, its officers or agents and the members of the
17 unit shall hold the Board, its officers, employees and agents harmless from any and all claims
18 which may be brought by any of its members of the unit or authorized litigant with the
19 establishment or administration of the shared sick leave policy.

ARTICLE 12 - PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE 13 - WORK YEAR

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

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

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

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

11	(A) School Counselor - Adult Education	201
12	School Counselor - Middle School	
13	School Counselor - High School	
14	Technology Specialist – High School	
15	Teacher - High School - Industrial Cooperative Education	
16	Teacher-On-Assignment	
17	(B) School Counselor - High School	206
18	Teacher-JROTC (hired 01/01/2015 or later)	
19	Teacher-On-Assignment	
20	(C) Parent Services Specialist	216
21	Florida Inclusion Network Specialist	
22	School Social Worker - Student Welfare and Attendance (1)	
23	Teacher – High-Tech Centers – Cosmetology and Health Occupations	
24	Teacher-On-Assignment	
25	Teacher-JROTC (hired prior to 01/01/2015)	
26	School Psychologist	
27	Master Teacher for Curriculum	
28	Athletic/Activities Director – High School	
29	(D) School Counselor - High-Tech Centers	226
30	Technology Specialist	
31	Teacher – High-Tech Centers – Health Occupations	
32	Teacher-On-Assignment	
33	Master Teacher for Curriculum	
34	Professional Development and Leadership Specialist	
35	(E) Social Worker – Early Childhood Services, Head Start Program (1)	255
36	Teacher – High-Tech Centers – Health Occupations	

1 Teacher-On-Assignment
2 Department of Juvenile Justice (DJJ) Teacher
3 School Psychologist
4 Financial Aid Advisor – High-Tech Centers
5 Teacher – Vocational – Law Enforcement

6 (F) District Athletic Trainer 196
7 Master Teacher for Curriculum

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

12 Exceptions: The contractual work year may be reduced when agreed to by the teacher and
13 supervisor. The work year may be extended to meet student/ programmatic needs with advanced
14 notification to TALC and Human Resources.

15 **13.011 – FLEXIBLE WORK YEAR:** The work year for instructional personnel scheduled to
16 work longer than 196 days may be adjusted to accommodate instructional or student needs. Such
17 adjustments shall be determined ten (10) days prior to the last day of the student year for the
18 following school year, set forth in a written document and signed and dated by the teacher and
19 principal/supervisor and retained at the school/department. The days shall be determined in
20 consultation with the teacher; however, the final decision shall be made by the principal/supervisor
21 to ensure adequate staffing throughout the year.

22 **13.012 – EXTENDED WORK YEAR FOR SCHOOLS REQUIRING AN EXTENDED**
23 **SCHOOL YEAR:** The work year for instructional personnel employed at a school requiring an
24 extended school year may be extended for five days to accommodate instructional or student needs.
25 The additional five days will be used for training and professional development. Instructional
26 personnel employed during this extended work year will be paid according to their current hourly
27 rate.

28 **13.02 - CALENDAR COMMITTEE:** A joint committee of twenty-four (24) members, twelve
29 (12) of whom shall be appointed by the Superintendent including the chairperson, and twelve (12)
30 of whom shall be appointed by the Association representing all affected bargaining units, shall
31 meet. The committee shall review the next year’s instructional calendar. Disputes not resolved
32 within the Calendar Committee, or changes to the committee’s recommendations shall be subject
33 to bargaining before implementation.

34 **13.03 - EMERGENCY MAKE-UP DAYS:** When it is necessary to close schools as a result of a
35 hurricane or other natural disaster, employees will be notified via radio and television, if possible,
36 prior to the beginning of the work day. Employees who do not make up said time during their work
37 year will not be paid for these days and pay will be deducted from the last paycheck of the fiscal
38 year in which the days are missed or from the employee’s last paycheck in the event the employee
39 terminates sooner. National and/or legal holidays may not be used as make-up days when schools

1 are closed due to emergency. The Board agrees to meet with the Association to discuss make-up
2 days when schools are closed due to an emergency.

3 **13.031:** For employees who work 196, 201 or 206 days, the time shall be made up on the days that
4 students are scheduled to make up school.

5 **13.032:** For employees who work 216 or 226 days, time will be made up by extending the contract
6 year by the number of days missed.

7 **13.033:** For employees who work 255 days per year, time will be made up by extending the length
8 of the work day as determined by the Superintendent.

9 **13.034:** The Board reserves the right to waive make-up time.

10 **13.04 - VACATION:** This section shall apply to all full time twelve (12) month employees in the
11 TALC bargaining unit.

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

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

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

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

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

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

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

35 (d) Full time twelve (12) month employees in the TALC bargaining unit, other than those
36 employees at the Department of Juvenile Justice facility, will submit vacation requests
37 between January 1st and March 10th. Each supervisor shall develop and post a vacation
38 schedule by March 31st. Requests for vacation will be granted based on seniority. The
39 supervisor may deny vacation requests that disrupt the operation of the school or

1 department. Vacation requests received after March 10 will be considered on a first-
2 come first-served basis subject to the above rules.
3

4 (e) Full time twelve (12) month employees in the TALC bargaining unit that are employed
5 at the Department of Juvenile Justice facility will submit vacation requests between April
6 1 and June 30 of each year for vacation leave that will occur from July 1 through June
7 30 of the following year. Requests for vacation will be granted based on seniority
8 however, requests received after June 30 will be considered on a first-come first-served
9 basis.

10 (f) An employee may accrue a maximum of forty-five (45) work days of annual leave.
11 Annual leave shall not be granted prior to the time it is earned and shall be used only
12 with the approval of the superintendent upon the recommendation of the employee's
13 supervisor. Upon separation from the Board an employee shall be paid for accrued
14 annual leave as of the date of the separation based on the employee's hourly rate of pay
15 at the time of separation.

16 (g) In the case of the death of an employee, payment for accrued annual leave shall be made
17 to the employee's beneficiary of record or if none, to his/her estate.

ARTICLE 14 - BENEFITS

1 **14.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance
2 through the District's medical plan and group term life insurance for all eligible employees.
3 Effective April 1, 2016, the Board will provide major medical insurance through a program offered
4 by Aetna Inc. (Aetna).

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

11 **14.02 – FLEX CREDITS:** Effective April 1, 2016, the Board shall contribute \$6,872.40 into Flex
12 Credits for each employee who is eligible for Board-Provided Benefits.

13 Flex Credits are to be applied by employees toward the purchase of their own major medical
14 insurance, dependent medical insurance, dental insurance, vision insurance, and/or cancer
15 insurance.

16
17 For employees who elect a HSA plan, any flex credits in excess of the employee only medical plan
18 premium will be deposited into the employees HSA account with the District's HSA vendor and
19 will not be applied to dependent medical insurance, dental insurance, vision insurance and/or
20 cancer insurance.

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

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

26 **14.031 – ENROLLMENT:** Enrollment in the Flex Plan is automatic. New employees eligible
27 for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days
28 of employment. Regular employees eligible for benefits are allowed to change their Flex Plan
29 status during the annual enrollment period or within sixty (60) days following a qualified family
30 status change. Enrollment in any individual benefit included in the Flex Plan remains binding until
31 the employee changes his/her benefit election. Such changes may only be made during the Open
32 Enrollment period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60)
33 days (to drop a benefit) following a qualified family status change, and must be made on the
34 appropriate enrollment change form. Changes made during the Open Enrollment period will
35 become effective the first day of the new benefit plan year.

1 **14.032 – FLEXIBLE SPENDING ACCOUNTS:** All eligible employees may participate in
2 optional medical and/or dependent care Flexible Spending Accounts, which allow those employees
3 to pay for qualified medical and dependent care expenses with pre-tax payroll deductions. Flex
4 Credits may not be directed to Flexible Spending Accounts.

5 **14.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
6 through the District’s medical plan to each eligible employee. Effective April 1, 2016, the Board
7 will provide major medical insurance through three (3) Aetna self-insured medical plans: Plan
8 3769, Plan 5773, and High Deductible Health Plan (HDHP). Such coverage shall become effective
9 the first of the month following a forty-five (45) day waiting period from date of employment.
10 The date of employment shall be included as one of the forty-five (45) days.

11 **14.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
12 insurance coverage shall be allowed to decline coverage under the School District's medical plan.
13 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay periods)
14 of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The Board shall
15 retain the current Flex Credits contribution amount (less the amounts indicated above) in the
16 School District's general fund for all employees who decline coverage in FY15, FY16 and FY17.
17 The Board shall resume contributions to the District’s self-insured medical fund in FY18 unless
18 the parties agree otherwise in future negotiations.

19 **14.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of group
20 term life insurance for each eligible employee, with an additional twenty thousand dollars
21 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the
22 first of the month following a forty-five (45) day waiting period from date of employment. The
23 date of employment shall be included as one of the forty-five (45) days.

24 **14.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
25 available to all eligible employees. Employees who participate in voluntary benefits must do so
26 at their own expense or with available Flex Credits. Voluntary benefits shall be recommended by
27 the Insurance Task Force and approved by the Board.

28 **14.071 – ELIGIBILITY:** Employees who are regularly scheduled to work twenty (20) or more
29 hours per work week are eligible for the optional group voluntary benefits offered by the Board.

30 **14.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in
31 an amount not less than one million dollars (\$1,000,000) per occurrence.

32 **14.09 - INSURANCE TASK FORCE:** A joint task force of sixteen (16) members, eight (8) of
33 whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of whom
34 shall be appointed by the Associations, representing all affected bargaining units, shall meet. The
35 joint task force shall review the current insurance programs and workers’ compensation issues. It
36 will explore alternatives, improvements, changes, and specifications to the existing insurance
37 programs. In order to be implemented, any committee recommendations that alter the provisions
38 within this agreement or any of the medical plan benefit description documents shall be

1 incorporated by reference in the agreements after they have been ratified by both the Board and
2 the Association.

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

9 **14.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be
10 transferred out of the fund without the recommendation of the Insurance Task Force.

ARTICLE 15 - COMPENSATION

1 **15.01 - SALARIES:** Instructional staff, employed with the District upon ratification of this
2 agreement, will be eligible for a FY16 salary increase as follows:

3 a) **Additional Half-Hour:** Effective July 1, 2016, teachers will receive an increase in salary,
4 at an hourly rate calculated from their base annual salary, to account for the addition of
5 thirty (30) minutes per week for planning to the basic workweek. Teachers who are
6 employed by the District at the time of ratification will receive an equivalent proportional
7 increase in salary effective on the date of ratification of this Collective Bargaining
8 Agreement.

9
10 b) **Minimum Salary:** Effective July 1, 2016, minimum salaries on the Performance Pay
11 Instructional Salary Schedule that are below \$40,000.00 will be increased to \$40,000.00.
12 Teachers who are employed by the District at the time of ratification and receive an annual
13 salary less than the minimum \$40,000.00 will receive an equivalent proportional increase
14 in salary effective on the date of ratification of this Collective Bargaining Agreement.

15
16 c) **Middle of Schedule:** Teachers who are employed by the District at the time of ratification
17 and are at the middle of the salary schedule, will receive a salary increase of \$500.00,
18 retroactive to July 1, 2015. "Middle of the salary schedule" to be defined as follows:

19
20 a. Grandfathered Instructional Salary Schedule – Teachers with salaries from
21 \$40,526.00 to \$49,152.00.

22 b. Performance Pay Instructional Salary Schedule – Teachers with salaries from
23 \$40,142.00 to \$49,544.00.

24
25 d) **Performance Pay:** Teachers who are employed by the District at the time of ratification
26 and received an FY15 manager's rating of:

27
28 a. "Highly Effective" or "Effective" and are on the Grandfathered Instructional Salary
29 Schedule will receive an additional \$495.00, retroactive to July 1, 2015.

30 b. "Highly Effective" and are on the Performance Pay Instructional Salary Schedule
31 will receive an additional \$660.00, retroactive to July 1, 2015.

32 c. "Effective" and are on the Performance Pay Instructional Salary Schedule will
33 receive an additional \$495.00, retroactive to July 1, 2015.

34 **15.011 -** Teachers who are employed beyond the 196-day work year, including but not limited to
35 summer school, will be paid on the same hourly rate of pay as received in the school year just
36 completed, exclusive of any supplements paid.

1 **15.0121** - Teachers who, during the 196-day work year, are employed for instruction at the District
2 office or a school beyond the defined teacher work day, will be paid according to their current
3 hourly rate, exclusive of any supplements paid.
4

5 **15.0212** – Teachers who, during the 196-day work year, are required to attend training beyond the
6 defined teacher work day, or are required to attend training beyond the 196-day work year, will be
7 paid according to their current hourly rate, exclusive of any supplements paid.

8 **15.013** - Teacher participation in voluntary workshops or inservice training outside the school year
9 may be paid a Voluntary Training Stipend of \$15 per hour of training.

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

23 **15.0141**– If a teacher returns to employment with the District within two (2) years of their date of
24 termination, the teacher shall retain their base hourly rate in effect at the time of termination. The
25 effective date of new base hourly rate shall be the date of ratification of this Collective Bargaining
26 Agreement, or hire date, whichever is later. Effective July 1, 2016, if a teacher returns to
27 employment with the District within twelve (12) months from their termination date, the teacher
28 shall retain their base hourly rate in effect at the time of termination.

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

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

1 **15.017 - FOR ROTC INSTRUCTORS:** Experience credit shall be determined using the step
2 conversion table agreed to by the parties and maintained by Human Resources. ROTC instructors
3 initially employed prior to July 1, 1993, shall be placed on the salary schedule at the appropriate
4 experience level based on actual teaching experience as defined above or six (6) years of
5 experience credit for military service, or an experience credit in accordance with the District
6 agreement with the military, whichever is greater. Salary for ROTC instructors initially employed
7 after July 1, 1993, shall be calculated as follows:

8 (a) The amount paid in the last full month of employment for the previous year, annualized
9 based on the contract year of the individual employee plus, an amount equal to the
10 increase on the appropriate salary schedule as negotiated for teachers.

11
12 (b) For new ROTC instructors, whose initial date of employment is after June 30 of a given
13 year, salary shall be calculated for the remainder of the initial contract year at the
14 minimum salary required by the military pay formula or starting teacher salary,
15 whichever is higher. In subsequent years, the salaries of these instructors shall be
16 calculated as outlined in paragraph (a) above.

17
18 (c) At no time will a ROTC instructor be paid less than minimum instructor pay as per the
19 agreement with the District and the military.

20 Additionally, instructors who hold advanced degrees would be compensated for those advanced
21 degrees in accordance with the current teacher salary schedule. Those instructors who hold a
22 Florida Teaching Certificate, and teach at least two (2) non-ROTC classes shall be placed on the
23 salary schedule at the appropriate experience level based on actual teaching experience as defined
24 above or six (6) years experience credit for military service, or an experience credit in accordance
25 with the District agreement with the military, whichever is greater.

26 **15.018 -** For advancement to a higher salary level, the effective date shall be the date of completion
27 of all requirements for the degree as stated on official documentation or registrar confirmation.
28 Such advancement shall be initiated upon the receipt of said documentation in Human Resources.

29 **15.019 - PERFORMANCE SALARY SCHEDULE:** As a requirement of Florida Law, TALC
30 and the District agree to implement the Performance Pay Salary Schedule and the School District
31 of Lee County Teacher Compensation System.

32 **15.0191 – HARD TO STAFF SCHOOLS AND HARD TO STAFF SUBJECT**
33 **SUPPLEMENTS:** Teachers with “effective” or “highly effective” evaluations that teach in one
34 of the District’s Hard to Staff Schools as determined by the Hard to Staff School Index, shall
35 receive a supplement as agreed to by the parties. Those teachers serving at the District’s Hard to
36 Staff Schools with an “effective” or “highly effective” evaluation, teaching in a Hard to Staff
37 Subject, as determined by the Hard to Staff Subject Index, shall receive an additional supplement
38 as agreed upon by the parties. In order to qualify for a supplement under this paragraph a teacher
39 must sign an agreement stating they will remain at the school for three (3) school years.

1 **15.02 – PAY DELIVERY:** Teachers will receive an initial pay check reflecting an amount equal
2 to the pay period rate multiplied by the percentage of the days worked in the initial pay period, not
3 to exceed a full pay period rate of pay. Thereafter, paychecks representing a full pay period rate
4 based on the employee’s annual salary will be issued semi-monthly.

5
6 Effective July 1, 2016, the District will move to a payment in arrears system for employee payroll.
7 Teachers will have the option of requesting: a single “balance of contract” payment option for the
8 summer, or a “pay through summer” payment option.

9
10 As a result of the potential impact of the payment in arrears plan, the District will offer a
11 sick/vacation leave buy-out for 12 month (255) day employees for up to 10 days, as a one time,
12 option, to be paid by July 15, 2016.

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

22
23 Teachers employed in summer school for FY17 shall be paid consistent with the payment in arrears
24 system for employee payroll.

25 **15.022 -** When the 15th or last day of the month falls on a weekend or holiday, checks will be
26 issued on the last scheduled work day prior to the weekend or holiday.

27 **15.023 –** Paychecks will be mailed for those employees receiving paper checks.

28
29 **15.03 - DIRECT DEPOSIT:** Employees shall be paid by automatic direct deposit upon
30 completion of an application available from the school site or the Payroll Department. Employees
31 shall be paid by automatic direct deposit for all jobs held in the District. Employees currently not
32 receiving pay via direct deposit or paycard will have 90 days from ratification to enroll in either
33 direct deposit or the pay card program.

34 **15.04 - SUPPLEMENTS:** Each year eligible teachers shall be paid a salary supplement in
35 accordance with the supplemental salary schedule shown in (see Appendix). No teacher shall
36 receive more than three (3) supplements, excluding the position of Athletic Trainer. Any request
37 beyond three (3) supplements must be approved by the Superintendent and the TALC President.

38 **15.05 – PAYMENT OF SUPPLEMENTS:** Supplements will not be paid until ratification of the
39 contract covering the school year during which the supplement is provided, or September 30,
40 whichever is earlier, with the exception of the following supplements: school counselor,
41 agriculture teacher, school social worker, exceptional student education teacher, speech-language
42 pathologist, occupational therapist, physical therapist, school nurses (RN), detention center

1 teacher, school psychologist and ROTC, curriculum/technology specialist (elementary), teacher-
2 on-special assignment, and environmental education resource teacher.

3 Supplement for high school band director, assistant band director, associate band instructor and
4 athletic/activity director, shall be initiated when the contract year begins and shall be prorated for
5 the remainder of the school year.

6 Employees who receive seasonal athletic supplements including cheerleading and middle school
7 intramural sports, have three options for receiving payment of the supplement.

- 8
9 a) Lump Sum (To be paid at the completion of the assignment)
10 b) Pay during the season only (Pay will be spread over the checks paid during the season that
11 is being coached)
12 c) Beginning of season to end of year (Pay will begin at the beginning of the season and be
13 spread over the checks for the remainder of the end of the school year)

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

20
21 Indexing of the Instructional Supplemental Salary Schedule will begin in FY17.

22 **15.06 - Legislative Bonus Programs:** The Labor Management Committee will develop and
23 implement by memorandum of understanding all Legislative Bonus Programs.

24 **15.07 – SUBSTITUTE COVERAGE:** When no substitute is available for an absent teacher
25 another teacher may be assigned to cover the class as follows:

- 26 (a) Volunteers will be sought and a rotation schedule will be followed. The building
27 principal shall maintain a list of those teachers who voluntarily agree to substitute during
28 the teacher’s planning time. Teachers may only receive additional compensation equal
29 to one period per day.
30 (b) Use of planning time will be compensated pro-rated at the regular rate calculated to the
31 minute based on the length of the period covered.
32 (c) At the elementary level, when a teacher covers a class the teacher will be compensated
33 at the regular rate calculated to the minute based on the length of the period covered.
34 (d) At the elementary level, when students are added to a class, the teacher will be
35 compensated based on the percentage of the absent teacher’s total class enrollment added
36 to the covering teacher’s class.
37 (e) School Counselors, Technology Specialists and Media Specialists and other non-
38 classroom instruction personnel shall be given one (1) continuous planning/conference

1 time of not less than one instructional period per day for the purposes of receiving
2 substitute coverage compensation.

3 **15.08 – READING ENDORSEMENT INCENTIVE:** Teachers who obtain their reading
4 endorsement after July 1, 2006, and teach an intensive reading course at the secondary level
5 (middle and high school) shall be eligible for a supplement of \$500. Determination of an
6 assignment in intensive reading shall be made through course identification in accordance with the
7 Florida Course Code Directory or by the principal.

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

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

ARTICLE 16 - PARTICIPATORY DECISION MAKING

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

3 **16.02 – CONTRACT DEVIATION:** Schools that choose to participate in a Participatory
4 Decision Making program shall be permitted to deviate from Article 5, Teaching Conditions; and
5 Article 6, Provision 6.01, Teacher Authority and Protection of this Agreement. All other terms and
6 conditions of this Agreement shall not be altered, modified or deviated from except with the
7 express written consent of the Association. If a Participatory Decision Making program requires a
8 deviation from the Agreement, the decision making process shall include an opportunity for all
9 teachers to share their opinion. Such a decision shall not be implemented in any school without at
10 least an 80% concurrence of the teachers.

11 **16.03 – SCHOOL COMMITTEES:** Teachers that serve on Participatory Decision Making
12 committees in individual schools will be selected by the teachers in that school by secret ballot
13 counted by the Association’s designated representative(s) and the Board representative(s).

14 **16.04 – PARAMETERS FOR PARTICIPATORY DECISION MAKING:** The TALC and
15 District Labor Management Committee shall review the parameters for decision making to include
16 but not be limited to budgets, instructional materials, personnel, and curriculum design.

17 **16.05 – OPTION FOR SCHOOLS TO DISCONTINUE:** Each participating school shall
18 establish procedures whereby employees within the school may choose not to continue in the
19 program for an ensuing year. Such procedures shall be forwarded to the TALC and District Labor
20 Management Committee prior to initiating the procedures for discontinuation of Participatory
21 Decision Making.

22 **16.06 – WAIVERS:** All schools can request a waiver of contract language. The TALC and
23 District Labor Management committee shall develop a process for waivers of contractual
24 provisions. Prior to implementation of any waiver it must be reviewed and approved by a
25 committee consisting of District representatives and representatives of the TALC Executive Board
26 and by the School Board. The waiver process shall include an opportunity for all teachers to review
27 the waiver, share their opinion regarding the deviations requested and to vote by secret ballot.
28 Such a waiver decision shall not be implemented in any school without at least an 80% concurrence
29 of the teachers. The Association’s designated representative(s) and the District’s representative(s)
30 shall count the ballots.

ARTICLE 17 - ALCOHOL AND DRUG-FREE WORKPLACE

1 **17.01** - No employee shall possess, consume, be under the influence of (as defined by the
2 prevailing legal limit) or sell alcoholic beverages or manufacture, distribute, dispense, possess or
3 use alcoholic beverages on the job or in the workplace. Employees are prohibited from using,
4 distributing, manufacturing, processing, selling, cultivating or attempting to sell illegal, controlled
5 substances at any time whether on or off duty or on or off District property.

6 **17.02** - "Workplace" is defined as the site for the performance of work done in connection with
7 the duties of an employee of The School Board of Lee County. That term includes any place where
8 the work of the School District is performed, including a building or other school premises; any
9 school-owned vehicle or any other school-approved vehicle used to transport students to and from
10 school or school activities; and off-school property during any school-sponsored or school-
11 approved activity, event or function (such as a field trip, workshop, or athletic event). The
12 workplace does not include duty-free time at conventions or workshops at which students are not
13 present.

14 **17.03** - As a condition of employment, each employee shall:

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

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

18 **17.04** - The Lee County School Board shall take one of the following actions, within thirty (30)
19 days of receiving such notice, with respect to any employee who is so convicted:

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

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

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

28 **17.05:** No employee shall be required to submit to drug or alcohol testing without reasonable
29 suspicion except as otherwise required by law or this agreement. All drug and alcohol testing shall
30 be conducted in accordance with District policy and procedures for drug and alcohol testing.

31 **17.06:** Possession or use of prescription drugs by an employee for which he/she holds the
32 prescription is exempt from this section.

1 **17.07:** Employees who perform duties which require the disposition or confiscation of alcoholic
2 beverages or controlled substances are exempt from this section when performing those specified
3 duties.

4 **17.08:** Employee assistance will be available through Human Resources and the Employee
5 Assistance Program.

ARTICLE 18 - MISCELLANEOUS

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

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

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

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

20 **18.03** - The terms and conditions of this Agreement may be altered, changed, added to, deleted
21 from, or modified only through the voluntary mutual consent of the Parties in a written and signed
22 amendment executed according to the provisions of this Agreement.

23 **18.04** - Should any article, section or clause of this Agreement be declared illegal by a court of
24 competent jurisdiction or as a result of state or federal legislation which validly affects the
25 enforceability or application of such article, section or clause, the parties shall meet to modify such
26 article, section or clause to the extent necessary to bring it into legal compliance. The remaining
27 articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

28 **18.05** - The Association agrees that it shall not authorize, sanction, condone, engage in or acquiesce
29 in any strike as defined in Florida Statutes 447.203. It further agrees that should any such violations
30 occur as defined above, the Association shall be subject to such penalties as determined under
31 Florida Statutes 447.507.

ARTICLE 19 - DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

1 **19.01** - This Agreement shall be effective upon ratification by the bargaining unit and the Board.

2 **19.02** - The length of this contract is three (3) years (FY15-FY17) with annual re-openers during
3 the FY15, FY16 and FY17 contract years. Re-openers are restricted to two (2) articles per party in
4 addition to the provisions on Compensation (Article 15) and Benefits (Article 14). The parties
5 agree to commence negotiations for a successor agreement no later than June 1, 2016. The parties
6 agree to use the Interest Based process. The Labor/Management Committee shall meet in April
7 2016 to determine the design, training and schedule for bargaining. Bargaining Unit team
8 members shall receive temporary duty leave as required for these purposes.

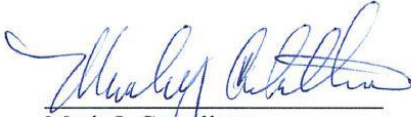
9 **19.21 – TERMS OF THE CONTRACT:** The terms of the Contract are for three (3) years.

10 **19.03** - This Agreement, together with all the terms, conditions and effects thereof, shall expire on
11 June 30, 2017, and in no event shall any other provisions of this Agreement contravene the
12 expiration of this Agreement.

FY15, FY16, FY17 TALC Collective Bargaining Agreement

This Agreement between The School District of Lee County and The Teachers' Association of Lee County is signed this 8th day of March, 2016.

For The Teachers' Association
of Lee County:



Mark J. Castellano
President

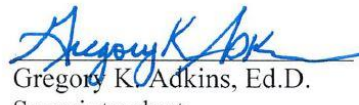


Donna M. Mutzenard
Chief Negotiator

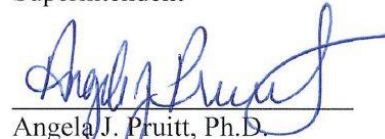
For The School District of Lee County:



Steven K. Teuber
School Board Chairman



Gregory K. Adkins, Ed.D.
Superintendent



Angela J. Pruitt, Ph.D.
Chief Negotiator

APPROVED

MAR 08 2016

SCHOOL BOARD OF
LEE COUNTY



MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers' Association of Lee County (TALC.) and The School District of Lee County relating to Article 5.01 (Teaching Conditions - Work Day) of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement in which District employees, in departments and sites where manageable, will work a 4-day work week.

Beginning 6/20/16 and ending 7/29/16, District employees, in departments and sites where manageable, will work a 4-day work week, Monday through Thursday, with total hours worked to be equivalent to an employee's 5-day work week.

This agreement will be effective upon signing of this document and remain so, until the completion of the above mentioned period.

Agreed to:

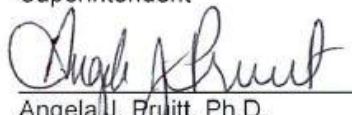
The Teachers' Association
of Lee County

The School District of Lee County


 Mark J. Castellano
 President
 2/9/16
 Date


 Gregory K. Adkins, Ed.D.
 Superintendent
 2-3-16
 Date


 Donna M. Mutzenard
 Chief Negotiator
 2/9/16
 Date


 Angela J. Pruitt, Ph.D.
 Chief Negotiator
 2-3-16
 Date



MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers' Association of Lee County (TALC) and The School District of Lee County relating to Article 15.019 (Performance Salary Schedule) of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement in which current employees on the Performance Pay Salary Schedule will advance Career Ladder Levels.

Teachers employed at the signing of this document will advance on the Career Ladder as follows:

- **Apprentice Teacher to Career Teacher** – Staff Development will review the current inservice record of current Apprentice Teachers with "Highly Effective" or "Effective" total final performance evaluations for FY15, FY14, and FY13. Apprentice Teachers who have completed professional development equivalent to the requirements of the Apprentice Teacher Professional Development Plan will advance to the level of Career Teacher.
- **Career Teacher To Accomplished Teacher** – Staff Development will review the current inservice records of Career Teachers with "Highly Effective" or "Effective" total final performance evaluations for FY15, FY14, FY13, and FY12. Career Teachers who have completed professional development equivalent to the requirements of the Career Teacher Professional Development Plan, or who have earned a Master's Degree in Education or a field of study related to the subject area taught, will advance to the level of Accomplished Teacher
- **Peer Review Milestone** – Peer Review Milestone requirements will be waived for all teachers eligible under this agreement.
- **Evaluations** – Final performance evaluations to be considered must be evaluations completed by the District. Performance evaluations for the FY16 year will not be considered.

This agreement will be effective upon the signing of this document and remain so until ratification of a subsequent Collective Bargaining Agreement.



MEMORANDUM OF UNDERSTANDING

Agreed to:

The Teachers' Association
of Lee County

Mark J. Castellano
President

4/7/16
Date

The School District of Lee County

Gregory K. Adkins, Ed.D.
Superintendent

4/18/16
Date

Donna M. Mutzenard
Chief Negotiator

4/7/16
Date

Angela J. Pruitt, Ph.D.
Chief Negotiator

4/7/16
Date



MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers' Association of Lee County (TALC) and The School District of Lee County relating to Article 15 (Compensation) of the Collective Bargaining Agreement.

1. The parties involved desire to enter into an agreement in which clarification is provided to Article 15.01(d) (Performance Pay).

In accordance with Florida Statute, Teachers who are employed at the time of ratification will be eligible for Performance Pay based upon an FY15 final performance evaluation, rather than on the basis of "an FY15 manager's rating".

2. The parties involved desire to enter into an agreement in which clarification is provided to Article 15.01 (Salaries).

Teachers who are under a Probationary Contract during FY16 and held a teaching position in a Florida school district or Florida charter school during FY15 and received an FY15 final performance evaluation of "Highly Effective" or "Effective" may submit their final evaluation for FY15 to the Labor Management Committee no later than 4/15/16 for verification of eligibility for Performance Pay, as determined by a mutually agreeable process determined by the Labor Management Committee.

3. The parties involved desire to enter into an agreement in which clarification is provided to Article 15.0191 (Hard to Staff Schools and Hard to Staff Subject Supplements).

Teachers at Hard to Staff Schools or of Hard to Staff Subjects will receive supplemental salaries for "Highly Effective" or "Effective" FY16 final performance evaluations in a manner consistent with the FY16 Teacher Compensation System.

Effective July 1, 2016, eligibility will be determined in a manner consistent to the FY16 Teacher Compensation System.

4. The parties involved desire to enter into an agreement in which clarification is provided to Article 15.05 and the 2015-2016 Instructional Supplemental Salary Schedule.

Effective July 1, 2016, supplemental salaries will be increased proportionally to the increase in minimum salary from FY15 to FY16. Supplemental salaries as listed in



THE SCHOOL DISTRICT OF LEE COUNTY
2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

MEMORANDUM OF UNDERSTANDING

the 2015-2016 Instructional Supplemental Salary Schedule will be increased by a factor of 1.02. Additional changes to the Instructional Supplemental Salary Schedule will be negotiated during subsequent bargaining sessions.

This agreement will be effective upon the signing of this document and remain so until ratification of the Collective Bargaining Agreement for FY17, the 2016-2017 school year.

Agreed to:

The Teachers' Association
of Lee County

The School District of Lee County


Mark J. Castellano
President

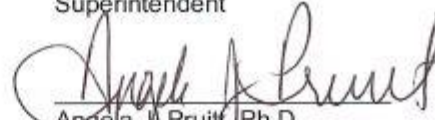
4/7/16
Date


Gregory K. Adkins, Ed.D.
Superintendent

4/18/16
Date


Donna M. Mutzenard
Chief Negotiator

4/17/16
Date


Angela J. Pruitt, Ph.D.
Chief Negotiator

4/17/16
Date

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM

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

GRIEVANCE REPORT FORM

(See Article 4 for details)

Name of person(s) filing grievance: _____

School/Department: _____ Job Classification: _____

Address: _____ Home phone: _____

Name of person grievance filed with: _____

A. Date cause of grievance occurred: _____

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

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

D. Relief sought:

Signature of Grievant

Date of Filing

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

Signature of immediate Supervisor

Date of Response

Name of Counsel or Union Representative: _____

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

2015-2016 Instructional Salary Schedule *Grandfathered*

Step	Minimum	Maximum
1	\$ 38,192	\$ 41,355
2	\$ 38,574	\$ 41,737
3	\$ 39,345	\$ 42,508
4	\$ 40,526	\$ 43,689
5	\$ 41,336	\$ 44,499
6	\$ 42,163	\$ 45,326
7	\$ 43,217	\$ 46,380
8	\$ 44,514	\$ 47,677
9	\$ 45,894	\$ 49,057
10	\$ 47,316	\$ 50,479
11	\$ 48,972	\$ 52,135
12	\$ 50,441	\$ 53,604
13	\$ 51,450	\$ 54,613
14	\$ 52,479	\$ 55,642
15	\$ 53,791	\$ 56,954
16	\$ 55,136	\$ 58,299
17	\$ 56,349	\$ 59,512
18	\$ 57,758	\$ 60,921
19	\$ 59,086	\$ 62,249
20	\$ 61,169	\$ 64,332

Salaries listed are base salaries and do not account for additional components of pay, such as salary supplements. See Article 15 (Compensation) and the FY16 Teacher Compensation System for more information about additional components of pay.

Master Degree: \$2,500
Specialist Degree: \$4,000
Doctorate Degree: \$5,000

F.S. 1012.22(1)(c)(3): For instructional personnel hired on or after July 1, 2011, credit for the advanced degree held must be in the individual's area of certification and paid as a salary supplement.

2015-2016 Instructional Salary Schedule *Performance Pay*

Career Ladder Level	Annual Salary Range
Apprentice	\$ 40,000 to \$ 42,995
Career	\$ 40,526 to \$ 51,466
Accomplished	\$ 48,972 to \$ 64,819

Salaries listed are base salaries and do not account for additional components of pay, such as salary supplements. See Article 15 (Compensation) and the FY16 Teacher Compensation System for more information about additional components of pay.

Master Degree: \$2,500
Specialist Degree: \$4,000
Doctorate Degree: \$5,000

F.S. 1012.22(1)(c)(3): For instructional personnel hired on or after July 1, 2011, credit for the advanced degree held must be in the individual's area of certification and paid as a salary supplement

2015-2016 INSTRUCTIONAL SUPPLEMENTAL SALARY SCHEDULE

ACADEMIC / ADMINISTRATIVE

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

10+ full-time ESE instructional units per school		\$1,100	
ESOL Contact Person			
By student contact:	FY11 0-100	FY12 0-75	\$600
	101-200	76-175	\$700
	201-300	176-275	\$800
	301 +	276 +	\$1,000
Faculty Environmental Education Coordinator:			
	1-10 full-time instructional units per school		\$230
	11-20 full-time instructional units per school		\$270
	21-30 full time instructional units per school		\$305
	31-up full-time instructional units per school		\$375
Grade Level Chairperson (Elementary)			\$630
(Regular Classroom - exclusive of school counselor, ESE, etc.)			
Specials Chairperson (1 per Elementary School)			\$630
Hard to Staff School		Up to	
(Upon receipt of a final performance rating of "effective" or "highly effective," including Manager and VAM rating)			\$4,000
Hard to Staff Subject (In a Hard to Staff School)		Up to	
(Upon receipt of a final performance rating of "effective" or "highly effective," including Manager and VAM rating)			\$1,000
Mentor Teacher (\$800 per mentee-up to 2 mentees)			\$800
(Upon receipt of a final performance rating of "effective" or "highly effective," including Manager and VAM rating)			
Professional Development and Leadership Specialist (TIF only for FY15)			\$10,000
(Upon receipt of a final performance rating of "effective" or "highly effective," including Manager and VAM rating)			
ROTC Instructor (1-per season-Fall, Winter, Spring)			\$520
Safety-Security Supervisor			\$665
Supplements per school based on enrollment:			
Elem.	Up to 500 = 1		
	501 – 1,000 = 2		
	Above 1,000 = 3		

Middle	Up to 500 = 1	
	500 - 1,000 = 2	
	Above 1,000 = 3	
High	Up to 1,799 = 2	
	Above 1,799 = 3	
School Safety Patrol Supervisor (Elementary School)		\$285
School Improvement Plan (SIP) Coordinator (if elected)		\$525
School In-Service Representative (based on total staff)		
	0-50	\$160
	51-100	\$210
	101 and up	\$265
Teacher Leader (Teacher Incentive Fund Schools)		\$10,000
(Upon receipt of a final performance rating of “effective” or “highly effective,” includes Manager and VAM rating)		
Team Leader (Middle School)		
(number of full-time instructional units* per department)		
	1-3	\$525
	4-6	\$735
	7-9	\$945
	10 or more	\$1,155
Testing Coordinator (to include Hospital Homebound Coordinator)		
	1 – 500 students	\$1000
	501 – 1000	\$1250
	1001 – 1500	\$1500
	1501+	\$2000
Assistant Testing Coordinator (number of Asst. based on enrollment)		\$750
	501– 1000 – 1 Assistants	
	1001 – 1500 – 2 Assistants	
	1501+ - 3 Assistants	
Web Master		\$200

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

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

ACTIVITIES / CLUBS

Broadcast/Television Advisor (High School)	\$300
Class Sponsor (High School)	
Senior	\$800
Junior	\$800
Sophomore	\$300
Freshman	\$300
Community Service Club Advisor	
High School (4 per school)	\$200
Middle School (2 per school)	\$200
Elementary (1 per school)	\$200
Future Educators of America Sponsor (High School)	\$405
Interest Club Sponsor (Examples: Scholars Club, Foreign Language, SADD, etc.) High School, Middle School, and Elementary School Supplements per school based on enrollment.	
Up to 500 - 6	\$110
501+ - 10	\$110
Literary Magazine Advisor (High School)	\$655
National Honor Society Advisor (High School)	\$400
National Junior Honor Society Advisor (Middle School)	\$200
Newspaper Advisor (High School)	\$735
Newspaper Advisor (Middle School)	\$420
Student Council Sponsor (High School)	\$1,000
Student Council Sponsor (Middle School)	\$600
Yearbook Advisor (High School)	\$970
Yearbook Advisor (Middle School)	\$540
Yearbook Advisor (Elementary School)	\$370

Vocational/Technical Club Sponsor (Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.) (High School 1 per-school) \$605

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

ARTS

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

Director of Drama (High School)	\$900
Tier A	\$1,200
Tier B	\$1,500
Tier C	\$600
Director of Drama (Middle School)	\$245
Director of Drama (Elementary School)	
Elementary Music Director	\$500
Orchestra & Strings Teacher	
Strings Director	
Tier A	\$870
Tier B	\$1,200

ATHLETICS

HIGH SCHOOL

Athletic/Activities Director (1)	\$4,000
Athletic Trainer (Two for each season – fall, winter, spring and one for one additional season)	
Athletic Trainer	\$1,500
First Responder	\$1,300

(All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.) TALC provision 15.04 does not apply to the Athletic Trainer position.

FALL

Bowling (2)	\$700
Cross Country (1-boys and 1-girls)	\$1,271
Cheerleading	

Varsity (1)	\$1,134
Junior Varsity (1)	\$793
Freshman (1)	\$683
Football - Regular Season (1)	\$3,035
Assistant Football – Regular Season (7)	\$1,874
Golf (1-boys and 1-girls)	\$1,271
Swimming (1-boys and 1-girls)	\$2,205
Volleyball (1)	\$2,205
Assistant Volleyball (1)	\$1,544
WINTER	
Basketball (1-boys and 1-girls)	\$2,315
Assistant Basketball (2-boys and 2-girls)	\$1,544
Cheerleading	
Varsity (1)	\$1,134
Junior Varsity (1)	\$793
Freshman (1)	\$683
Soccer (1-boys and 1-girls)	\$2,205
Assistant Soccer (1-boys and 1-girls)	\$1,544
Wrestling (1)	\$2,205
Assistant Wrestling (1)	\$1,544
SPRING	
Baseball (1)	\$2,205
Assistant Baseball (2)	\$1,544
Football - Spring Practice (1)	\$1,050
Assistant Football - Spring Practice (7)	\$593
Lacrosse (1-boys and 1-girls)	\$1,700
Assistant Lacrosse (1-boys and 1-girls)	\$1,200

Softball (1)	\$2,205
Assistant Softball (2)	\$1,544
Tennis (1-boys and 1-girls)	\$1,271
Track (1-boys and 1-girls)	\$2,205
Assistant Track (1-boys and 1-girls)	\$1,544

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

MIDDLE SCHOOL

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

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

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

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

SPECIAL INSTRUCTIONAL*

Agriculture Teacher	\$1,285
Curriculum/Technology Specialist (Elementary School)	\$880
Detention Center Teacher	\$665
ESE Teacher (excluding Speech-Language Pathologist)	\$700
School Counselor	\$810

Resource Teacher, Environmental Education Center	\$1,045
School Nurse (RN only)	\$1,820
School Psychologist	\$2,500
School Social Worker	\$1,820
Speech-Language Pathologist	\$2500
with Certificate of Clinical Competency	\$2875
Teacher-on-Special-Assignment	\$1,325

*Supplements are attached to these positions.

Indexing of the Instructional Supplemental Salary Schedule will begin in FY17.

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