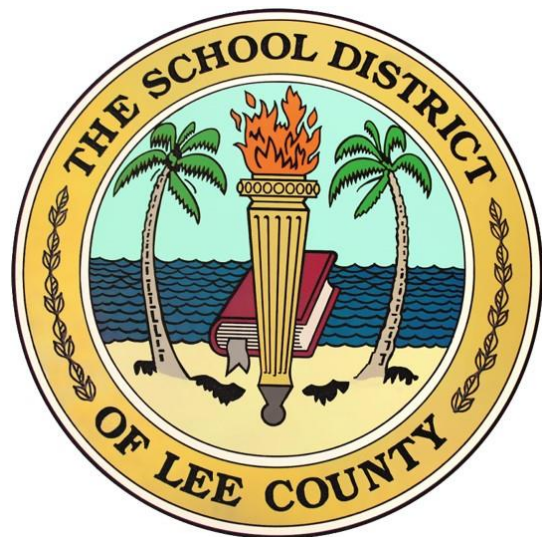


TALC

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



**FY24 (2023-2024 SCHOOL YEAR)
FY25 (2024-2025 SCHOOL YEAR)
FY26 (2025-2026 SCHOOL YEAR)**

NOVEMBER 2023

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PREAMBLE

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

DEFINITIONS

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

3 **(a) FULL-TIME:** An employee who works twenty (20) or more hours per work
4 week.
5

6 **(2) BOARD:** The School Board of Lee County, Florida, or its duly authorized
7 representative(s).
8

9 **(3) SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or
10 their designated representative(s).
11

12 **(4) ASSOCIATION:** The Teachers Association of Lee County (TALC, which is the sole
13 and exclusive certified agent for collective bargaining for the employees in the
14 bargaining unit.
15

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

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

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

29 **(c) Not Assigned to a School/Site:** In the case of a member of the bargaining
30 unit not assigned to an individual school, the immediate supervisor is deemed
31 to be the coordinator or the director by whom the employee is evaluated. In the
32 case of a member of the bargaining unit not assigned to an individual school,
33 the immediate supervisor is deemed to be the coordinator or the director by
34 whom the employee is evaluated.
35

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

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

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

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

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

20
21 **(11) REWRITE:** For housekeeping purposes, the TALC Labor/Management Committee
22 will execute a Memorandum of Understanding (MOU) in FY25 (2024-2025 school
23 year) that includes a clear and concise re-write of Definitions to be effective July 1,
24 2024 for FY25 (2024-2025 school year).

ARTICLE 1 – PARTIES TO AGREEMENT

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

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

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

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

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

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

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

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

21 **(3) Personal and Academic Freedom:** Each employee's citizenship right to
22 exercise or support their political preference on their own time and away from
23 school premises shall not be impeded providing such activities do not violate any
24 local, state or federal ordinance or law. It is the intent of the District that employees
25 shall have academic freedom within the outlines of course content and the
26 curriculum adopted by the Board.
27

28 **2.02 – MANAGEMENT:** The Board hereby retains and reserves unto itself, the
29 Superintendent, the principals and other administrative personnel of the school
30 system, without limitation, all powers, rights, authority, duties and responsibilities,
31 and the exercise thereof, as conferred upon and vested in them by the Constitution
32 and the Laws and Regulations of the United States and of the State of Florida, and
33 the Policies of The School Board of Lee County, without any such exercise being made
34 the subject of a grievance or arbitration proceeding hereunder except as otherwise
35 provided in this Agreement.
36

37 **2.03- ASSOCIATION**

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

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

18
19 **(3) Posting:** The Association shall have the privilege of posting notices concerning
20 Association business on bulletin board space not less than 24" x 36" exclusively
21 assigned to the Association by the principal or supervisor. The Association shall be
22 given a list of the location of each bulletin board space and be informed of any
23 intended changes. The Association shall provide a copy of each notice to the principal
24 or supervisor prior to each posting.

25
26 **(4) Mailboxes:** The Association shall have the exclusive privilege as the labor
27 organization for instructional staff, through its representative, of distributing
28 notices of Association meetings in employee mailboxes. Such notices shall consist
29 of the time, date and place at which a meeting will be held. In addition to notices of
30 Association meetings, other materials such as Association newsletters, which relate
31 to wages, hours, terms and conditions of employment of instructional staff, and do
32 not advertise or otherwise promote the interests or cause of any commercial,
33 political or non-school agency, individual or organization, may be distributed in
34 employee mailboxes. A copy of all materials placed in employee mailboxes shall be
35 given by the Association to the office of the Superintendent prior to each
36 distribution. The Association shall provide a copy of all materials with a notice for
37 distribution from the Superintendent's office to the principal or their designee prior
38 to placement in mailboxes. The Association shall have the use of the intra-school mail
39 service for the delivery of notices of meetings to school centers. This use is contingent

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

7 **(5) Dues Collection:** Each pay day, including final pay, the Board shall deduct
8 Association dues from the pay of every member who has signed an authorization
9 card (see Appendix A). Upon termination from employment, any amount due to the
10 Association shall be deducted from the employee's final paycheck. The authorization
11 is revocable by the employee upon thirty (30) days' written notice to both the Board
12 and the Association. The Board will provide the Association with a complete list of
13 deductions made each pay period. Dues deduction authorization cards must be
14 presented to the Payroll Department by the Association six (6) work days before the
15 pay period in which the deduction begins. The Payroll Department will notify the
16 Association of a member's request to drop membership within (7) business days. Any
17 dispute as to the amount of dues deducted shall be solely between the Association
18 and the employee. The Association and the employee shall hold the School Board
19 harmless from any liability arising from the deduction of any dues. In cases of
20 deduction errors, adjustments will be made in subsequent checks.
21

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

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

32 **(b) Bargaining Team:** An employee who is a member of the bargaining team
33 shall be released from work on paid leave if the bargaining calendar conflicts
34 with the employee's work schedule. In such event, the Association shall pay
35 a qualified substitute except for impasse, mediation, or upon mutual
36 agreement of the parties. Otherwise, the employee's supervisor may adjust
37 the employee's work schedule with the consent of the employee.
38

39 **(7) Meetings:** Upon request by the Association representative, the building principal

1 will announce during the faculty meeting that the representative will make
2 announcements concerning Association business at the close of the meeting.
3 Attendance during the representative's announcements shall be voluntary.
4

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

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

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

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

29 **(10) Agreement:** Within 30 days of approval of the final draft of this Agreement
30 the Board agrees to provide the Association 150 copies of the Agreement for the
31 Association's use.
32

33 **(11) Strikes:** The Association agrees that it shall not authorize, sanction, condone,
34 engage in or acquiesce in any strike as defined in Florida Statute 447.203. It further
35 agrees that should any such violations occur as defined above, the Association shall
36 be subject to such penalties as determined under Florida Statute 447.507.
37

38 **(12) Acceptable Use of the Board's electronic mail system by the Association:** The
39 Association may have the use of the District's electronic mail system for the purpose of

1 informing members of the bargaining unit of scheduled meetings and official business of the
2 Association implementing the collective bargaining agreement. Should any employee,
3 whether a member or non-member, request that the Association cease sending them
4 electronic mail communications, the Association shall immediately remove that employee's
5 name from the distribution list and shall not send the employee any further electronic
6 communications. The Association shall comply with all applicable federal, state and local
7 laws and Board policies regarding the use of such systems.

8

9 All communications shall be during the sender's non-instructional time. The electronic mail
10 system shall not be used for the distribution of information that is political, slanderous,
11 defamatory, libelous, or in any way critical of the School Board, the District, the
12 Superintendent or any administrator or other employee of the District. It shall not be used
13 for campaign materials related to the internal election of the Association officers. Should the
14 Association or its representative, acting on behalf of the Association, violate the terms of the
15 agreement, the Superintendent shall have authority to suspend the right to use the
16 electronic system up to 45 calendar days. Official business is defined as items approved by
17 the Association's Executive Board.

ARTICLE 3 – NEGOTIATION PROCEDURES

1 **3.01 – BARGAINING SESSIONS:** The meeting place, time and agenda for each
2 collective bargaining session shall be as agreed upon by the Superintendent and the
3 Association’s designated representative. The parties agree to use the Interest-Based
4 process. The TALC Labor/Management Committee shall meet to determine the
5 agenda, training schedule, and calendar for bargaining of re-openers and successor
6 agreements. Bargaining team members shall receive temporary duty leave as
7 required for the purpose of attending to bargaining related duties
8

9 **(1) Re-opener:** Reopeners are restricted to two (2) articles per party in addition to
10 Article 10 (Compensation) and Article 11 (Benefits). Additional article may be re-
11 opened upon mutual agreement of the parties.
12

13 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles
14 unless otherwise agreed to by the parties.
15

16 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be
17 signed by both parties.
18

19 **3.03 - RATIFICATION:** No final agreement between the parties may be executed
20 without ratification by the bargaining unit and the Board. Following tentative
21 agreement by the negotiating teams, the TALC Labor/Management Committee will
22 prepare timelines for implementation. The Association shall submit the full
23 agreement to the members of the bargaining unit for ratification or rejection. The
24 Superintendent shall promptly submit the full agreement to the Board for
25 consideration and ratification or rejection.
26

27 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board
28 membership not ratify the tentative agreement, meetings between the negotiating
29 teams must be convened within twenty (20) days. This section shall not apply if
30 impasse is invoked.
31

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

ARTICLE 4 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

3 4 **4.03 - FILING**

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

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

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

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

22 23 **4.04 - HEARINGS**

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

1
2 **(2) Formal Grievance:**

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

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

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

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

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

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

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

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

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

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) Probationary and Annual Contract:

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

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

(2) Certification: Obtaining or maintaining professional certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23
24 **5.03 – TRANSFER**

25
26 **(1) Voluntary Transfer**

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

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

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

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

37 **(2) Superintendent Approval:** If the principals do not agree to a
38 voluntary transfer the principals may appeal to the Superintendent, or
39 designee, for a final decision regarding the transfer disposition. At this

1 time, the teacher may also submit a letter of explanation for requesting
2 the transfer, to be reviewed by the Superintendent or designee.

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

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

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

13 14 **(2) Involuntary Transfer**

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

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

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

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

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

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

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

37 **(3) Preference:** A list of teachers to be involuntarily transferred will be
38 compiled by Human Resources. Vacancy information shall be provided
39 to these employees. Thereafter, employees shall indicate the positions,

1 in order of preference, such as location/subject which they desire.

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

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

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

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

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

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

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

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

10
11 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes
12 necessary due to declines in enrollment, budgetary restrictions, reorganization, or
13 other causes as determined by the Board, the following provisions shall apply:
14

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

21
22 **(2) Primary Schools:** For the purpose of reduction in force at the elementary level,
23 there shall be considered to be two areas of certification: early childhood to include
24 pre-kindergarten/kindergarten and elementary (grades 1-5).
25

26 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be
27 deemed to be the areas for which the employee holds certification. No teacher
28 assignment that would result in a violation of state or federal law will be approved.
29

30 **(4) Exceptional Student Education:** In Exceptional Student Education,
31 consideration will also be given to experience in working with students with
32 significant cognitive and behavioral disabilities.
33

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

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

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

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

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

9 **(e) Notification:**

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

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

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

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

27
28 **(7) Recall:**

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

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

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

39 **(d) Failure to Accept:** If a teacher fails to accept an offer of reemployment

1 within ten (10) working days from receipt of notification, it shall constitute a
2 resignation.

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

7 **5.05 – ASSIGNMENT OF DUTIES**

8

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

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

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

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

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

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

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

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

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

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

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

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

38 **5.06 – EMPLOYMENT OPPORTUNITIES**

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

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

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

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

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

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

28 **(4) Compensation:**

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

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

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

1 **(a) Academic Programs:** Non-fee-based supplemental
2 programs or activities are considered academic in nature when
3 the program or activity is directly in support of the goals of
4 adopted School Improvement Plan; directly related to assisting
5 students enrolled in credit courses within or outside of the school
6 day; intended to demonstrate improvement towards student
7 mastery of those Sunshine State Standards measured on the
8 Florida Standards Assessment; or specifically required by
9 individual education plans or academic improvement plans.

10 **(b) Non-Academic Programs:** All other non-fee-based
11 supplemental programs or activities not specified in Article
12 5.06(1)(d) or the Instructional Supplement Salary Schedule are
13 considered non-academic in nature.

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

21 **(c) Summer School/Extended School Year:**

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

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

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

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

37 **(a) Standard School Year:** With the exception of the extended
38 school year program for students receiving a 1 or 2 score on
39 the state mandated assessments, the order of selection of

1 teachers to fill positions should be as follows: Professional Service
2 Contract/Continuing Contract teachers from the assigned school
3 or feeder schools; Annual Contract teachers from the assigned
4 school or feeder School District of Lee County; Teachers,
5 regardless of contract status, District-wide based on seniority.

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

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

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

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

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

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

35
36 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human
37 Resources from a Lee County teacher shall be reviewed by the appropriate principal
38 or supervisor prior to recommending an applicant to fill the position. Except in such
39 circumstances as approved by the Superintendent, a vacancy will not be filled with

1 other than an interim appointee for at least five (5) working days after the posting
2 date on the District website listing the vacancy. Any continuing contract/professional
3 service contract teacher holding the appropriate certification shall be given first
4 consideration in the staffing of teaching vacancies. Teacher applicants in the District
5 assigned to a grade level or subject area outside the scope of their teaching
6 certification shall be given first consideration for openings within the subject or field
7 of their certification.

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

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

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

28
29 **5.08 – WORKER’S COMPENSATION**

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

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

10
11 **(2) Alternate Duty:**

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

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

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

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

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

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

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

1 positions.

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

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

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

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

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

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

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

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

33
34 **(3) Record Retention:** Teacher personnel files shall be maintained according to
35 Florida Statutes 1012.31.

ARTICLE 6 – WORKING CONDITIONS

6.01 - PHYSICAL FACILITIES

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

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

(b) Dining Area: teacher dining area;

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

(d) Restrooms: adult rest room facilities;

(e) Conference Rooms: conference rooms;

(f) Temperature: climate control;

(g) Parking Area: designated employee parking area;

(h) Supplies: instructional equipment;

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

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

(k) Maintenance: custodial and maintenance provisions;

(l) Sound: acoustical control.

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

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

(4) Reporting Unsafe Conditions: An employee who becomes aware of an unsafe working condition shall immediately report the situation to their supervisor. A safety/security deficiency form shall be provided to employees either by electronic file or by hardcopy for reporting purposes. The supervisor shall investigate and initiate whatever corrective action they deem appropriate with consultation and notice given to the department responsible for safety and security. If the employee

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

6 6.02 - PROTECTION OF PERSON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **(4) Exemptions:**

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

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

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

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

ARTICLE 7 – WORK SCHEDULE

1 **7.01 - WORK DAY:** The basic work day for teachers shall be seven and one-half (7-
2 1/2) hours on all days when students are in attendance, with an additional thirty
3 (30) minutes per week for the purpose of planning. On all Pre-School Days,
4 Professional Duty Days and In-service Days, the basic work day for teachers shall be
5 seven (7) hours to include lunch.
6

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

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

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

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

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

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

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

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

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

1 pay opportunities and shall report such arrangements to TALC.

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

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

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

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

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

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

1 or other immediate supervisor.

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

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

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

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

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

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

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

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

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

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

3 **(a) Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 27 **7.04 - CHANGES IN SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

35
36 **(3) Increments:** Vacation may be granted in increments of one (1) hour provided
37 that the request does not disrupt the operation of the work site. All vacation
38 requests must be submitted to the supervisor at least 24 hours in advance of the
39 requested vacation time. Requests for vacation time of three or more consecutive

1 weeks shall be submitted at least thirty (30) days in advance of the requested
2 vacation time.

3

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

17

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

24

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

ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 - NOTICE:** The District and the Association agree that a highly engaged
2 workforce is dependent upon timely and meaningful feedback on employee
3 performance. In order to ensure meaningful feedback is provided, the Association
4 will have input into the development of the performance evaluation instrument. All
5 regular employees will receive a formal performance evaluation at least once during
6 each fiscal year. Immediate supervisors will provide employees notice of the
7 procedures used for performance evaluation prior to the end of the first quarter for
8 students.
9

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

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

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

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

1 **(d) Post Evaluation Conference:** After a post evaluation conference,
2 employees will acknowledge that they have been shown the Manager's Rating
3 and have discussed it with their immediate supervisor. If an employee
4 disagrees with the results of the Manager's Rating, they may submit comments
5 on the electronic form used for Manager's Ratings stating their disagreement.
6 Employees must acknowledge receipt of this information or the immediate
7 supervisor apply an override indicating the employee refused to acknowledge.

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

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

21 **(g) Recommended Employment (Reappointment) Status:** In accordance
22 with Article 5.01, Final Performance Evaluation ratings may impact an
23 employee's recommended employment (reappointment status).
24

25 **(2) Immediate Supervisor:** Performance Evaluations must be completed by an
26 immediate supervisor with working knowledge of the employee's assigned duties,
27 performance standards for the employee's position, and direct knowledge of the
28 employee's performance for a period of no less than thirty (30) consecutive days.
29 Employees must receive written notice of the immediate supervisor responsible for
30 completing their performance evaluation prior to the end of the first quarter for
31 students and of any change in immediate supervisor from that point forward. Only
32 administrators, as defined by the Administrator Salary Schedule shall complete
33 performance evaluations for instructional staff. No employee who is part of the
34 bargaining unit may contribute to or complete a performance evaluation for another
35 member of the bargaining unit.
36

37 **(3) Confidentiality:** In accordance with Florida Statute 1012.31, performance
38 evaluations are confidential and are not subject to public records requests for one
39 school year after their completion. Performance Evaluation related conferences

1 must be conducted privately and Immediate Supervisors must protect the
2 confidentiality of performance evaluation related documentation as sensitive
3 employment information. Only the employee, the immediate supervisor, and other
4 District staff with a legitimate business interest may inspect an employee's
5 performance evaluation.
6

7 **(4) Exceptions:**

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

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

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

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

20 **(4) Unsatisfactory:** If less than forty (40) percent of employees are
21 Highly Effective or Effective, the Association President will be
22 Unsatisfactory.
23

24 **8.02 - EVIDENCE:** Immediate supervisors are responsible for providing employees
25 with evidence to support performance evaluation ratings.
26

27 **(1) Procedure:**

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

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

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

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

4 **(e) Final Performance Evaluation and Recommended Employment**
5 **(Reappointment) Status:** If an investigation into allegations of misconduct
6 may produce evidence of poor performance and is not expected to be
7 completed until after May 1, the immediate supervisor must notify the
8 employee of the pendency of the investigation by May 1. If an investigation
9 into allegations of misconduct is initiated on or after May 1, the employee must
10 be notified upon the opening of a site or district-based investigation. Evidence
11 obtained after May 1 may be grounds for reconsideration of the Manager's
12 Rating or the Immediate Supervisor's recommended employment
13 (reappointment) status. Employees must be notified of changes made to
14 performance evaluations or recommended employment (reappointment)
15 status prior to the end of the fiscal year and provided the opportunity to
16 review, respond to, and acknowledge receipt of the change.
17

18 **(2) Contract Status:**

19 **(a) Probationary Contract status:** Employees with Probationary Contract
20 status must have two (2) formal observations each fiscal year, the first formal
21 observation must be completed by the Immediate Supervisor prior to
22 December 1. Employees with Probationary Contract status must have a mid-
23 year evaluation and final evaluation.

24 **(b) Annual Contract, Professional Services Contract, or Continuing**
25 **Contract status:** Employees with Annual Contract, Professional Services
26 Contract, or Continuing Contract status must have two (2) formal targeted
27 observations each fiscal year.
28

29 **(3) Performance Evaluation Ratings:**

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

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

36 **(c) Needs Improvement/Developing:** Immediate Supervisors may provide
37 evidence that an employee has been provided support and assistance
38 regarding any needs improvement/developing ratings. Disciplinary

1 documentation, including Administrative Notes or a Conference Summary,
2 may be used as evidence of a Needs Improvement/Developing rating.

3 **(d) Unsatisfactory:** Immediate Supervisors must provide evidence that an
4 employee has been provided support and assistance regarding any needs
5 improvement/developing ratings. Disciplinary documentation, including a
6 Letter of Reprimand or higher, may be used as evidence of an Unsatisfactory
7 rating.

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

15
16 **(1) Performance Evaluation Ratings**

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

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

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

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

32
33 **(2) Contract Status:**

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

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

1 **(c) Professional Services Contract or Continuing Contract status:** In
2 accordance with Florida Statute 1012.34(4), employees with Professional
3 Service Contract status or Continuing Contract status who receive a Manager's
4 Rating or Final Performance Evaluation rating of Needs
5 Improvement/Developing or Unsatisfactory will be enrolled in an Intensive
6 Assistance Program (IAP) for the following school year.
7

8 **8.04 - TIME**

9

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

13 **(a) Post Observation Conference:** Employees may request a Post
14 Observation Conference to be held within five (5) days of receiving written
15 feedback or the expiration of the ten (10) days' time limit for Immediate
16 Supervisors to provide feedback.
17

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

21 **(a) Post Evaluation Conference:** Employees may request a Post Evaluation
22 Conference to be held within five (5) days of receiving electronic feedback or
23 the expiration of the ten (10) day time limit for Immediate Supervisors to
24 provide feedback. Immediate Supervisors must meet with all employees who
25 receive a Manager's Rating of Needs Improvement/Developing or
26 Unsatisfactory by no later than May 10.
27

28 **(3) Student Performance Rating:** The District will provide employees with
29 information regarding student performance ratings once data is made available by
30 FL DOE and will allow employees to request a review of their rating within a specified
31 timeframe.
32

33 **(4) Final Performance Evaluation:** Recommendations for Final Performance
34 Evaluation ratings shall be made by no later than May 10. Recommendations may be
35 submitted earlier, provided the Immediate Supervisor has provided the employee
36 with their recommended reappointment status and allowed them the opportunity to
37 request a Post Evaluation Conference.
38

39 **(5) Recommended Reappointment Status:** Employees with Probationary Contract
40 status or Annual Contract status must be notified of their recommended

1 reappointment status by no later than May 10. Recommended reappointment status
2 may be provided to an employee prior to the deadline.

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

ARTICLE 9 – DISCIPLINARY PROCEDURES

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

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

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

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

34
35 **(4) Right to Representation:** If an employee has a reasonable belief that discipline

1 or adverse consequences may result from a meeting with management, the
2 employee has the right to request representation of their choice from the following:
3 the employee's attorney, a union representative, or a co-worker that is a member of
4 the bargaining unit. Notice of representation by an attorney or union representative
5 must be provided in writing. Management is not required to inform an employee of
6 their Weingarten rights. It is the employee's responsibility to know their rights and to
7 request representation, if they desire representation.

8
9 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written
10 notice, whenever possible, of a pre-determination hearing. Employees shall have the
11 right to representation and the employee may present relevant information in their
12 defense. Allegations will be reviewed at the pre-determination hearing and the
13 employee will be provided an opportunity to respond. After all information has been
14 considered, a disciplinary outcome will be rendered. The Association shall have the
15 right to attend all District-based pre-determination hearings.

16
17 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when
18 appropriate, and may include, but is not limited to: no cause, conference summary,
19 written reprimand, last chance agreement, suspension, termination, reassignment,
20 retraining, or other assistance.

21
22 **(7) Probationary Period:** A new period of probation shall not be used as a form of
23 disciplinary action for an employee who has previously completed their probationary
24 period.

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

37
38 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a
39 teaching contract or supplemental contract shall be only for just cause, as defined in

1 Florida Statute 1012.33 and 1012.335, and Florida Administrative Code 6A-5.056.
2 Employees with Annual Contract status who are recommended for non-
3 reappointment are not entitled to an appeal or the grievance procedure, but may be
4 eligible for a review of their non-reappoint in accordance with Article 5.01.

5
6 **(1) No Finding:** If an investigation results in no finding of just cause, written
7 documentation of no finding will be placed in the investigative file and a copy will be
8 provided to the employee. No finding of just cause is a non-disciplinary outcome and
9 shall not be placed in the employee's personnel file.

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

20
21 **(3) Administrative Notes:** Administrative Notes are any documentation of a
22 meeting that may result in disciplinary action, including but not limited to an
23 administrator's notes regarding a verbal warning.

24
25 **(4) Conference Summary:** A Conference Summary is site-based or school-based
26 disciplinary documentation. Any Conference Summary shall be provided to the
27 employee and shall be signed by the employee for the sole purpose of indicating that
28 the employee has received a copy and has had an opportunity to discuss it with their
29 immediate supervisor. If the employee refuses to sign, the Conference Summary will
30 be provided to the employee, indicating that the employee refused to sign.
31 Employees have the opportunity to submit a written response, which will be attached
32 to the Conference Summary.

33
34 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is
35 placed in an employee's personnel file. Any Written Reprimand shall be provided to
36 the employee and shall be signed by the employee for the sole purpose of indicating
37 that the employee has received a copy and has had an opportunity to discuss it with
38 their immediate supervisor. If the employee refuses to sign, the Written Reprimand
39 will be provided to the employee and a copy will be placed in the employee's

1 personnel file indicating that the employee refused to sign. Employees have the
2 opportunity to submit a written response, which will be placed in the employee's
3 personnel file.

4
5 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and
6 when appropriate a duration will be specified.

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

10
11 **(8) Termination:** The process for termination shall be governed by School Board
12 Policy. Employees will receive written notice of a recommendation for termination,
13 which will include the reason for the recommendation. Employees shall be entitled
14 to a hearing before the Board.

ARTICLE 10 – COMPENSATION

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

10 **(1) Starting Salary:**

11 **(a) Starting Salary Schedule:** Effective July 1, 2023, the District will adopt a
12 Starting Salary Schedule with a minimum base salary of \$50,000.00 for
13 instructional staff, excluding Special Instructional Staff who will receive a
14 minimum base salary of \$57,510.00. Employees will be eligible to receive a
15 maximum of twenty (20) years of experience credit to count toward starting
16 salary.

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

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

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

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

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

5 6 **10.02- SALARY SCHEDULES**

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

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

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

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

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

32 33 **(3) Differential Pay:**

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

39 **(1) Turnaround School Supplement:** In accordance with Florida

1 Statute 1012.22, effective July 1, 2023, instructional staff assigned to
2 schools that received a grade of “F” or “D” for the prior school year will
3 be eligible for the Turnaround Schools supplement in the amount of
4 \$4,000.00. The Turnaround School Supplement will remain in effect for
5 at least one (1) year following improvement in the school grade. A
6 supplement of \$4,000.00 is available for all instructional staff assigned
7 to District identified Turnaround Schools, including: Fort Myers Middle
8 Academy, Franklin Park Elementary, Tice Elementary, East Lee County
9 High, Colonial Elementary, Edgewood Academy, and Island Coast High
10 for FY24 (2023-2024 school year). A supplement of \$4,000.00 is
11 available for all instructional staff assigned to Florida Department of
12 Education (FL DOE) identified Turnaround Schools, including: G. Weaver
13 Higgs Elementary and Manatee Elementary.

14 **(2) Transition School Supplement:** A supplement of \$2,000.00 is
15 available for all instructional staff assigned to Ray V. Pottorf Elementary,
16 James Stephens Elementary, Mirror Lakes Elementary, Orange River
17 Elementary, and Sunshine Elementary for FY24 (2023-2024 school year).

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

23
24 **(4) Title I Schools:** In accordance with Florida Statute 1012.22,
25 instructional staff assigned to a Title I School will be eligible for a
26 supplement in the amount of \$100.00.

27
28 **(5) Critical Shortage Area:** In accordance with Florida Statute 1012.22,
29 instructional staff who are certified and teaching in a Critical Shortage
30 Area, as identified by the Florida Department of Education (FL DOE), will
31 receive a supplement in the amount of \$200.00.

32
33 **(6) Athletics – Post Season Bonus:** The head coach and varsity
34 assistant coaches shall be paid \$100.00 per week for coaching any or all
35 of the defined work week during FHSAA sponsored post-season events.
36 The post season athletic week shall be defined as Monday through
37 Saturday for supplement calculation purposes. The TALC salary
38 supplement shall be signed by the employee, the Principal, and the
39 Athletic/Activities Director. The Athletic/Activities Director shall maintain

1 records to monitor and authorize payment of the post-season
2 supplements.

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

9
10 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the TALC
11 Labor/Management Committee, will develop and implement a system for awarding
12 all incentive and bonus programs that is in compliance with applicable laws.
13 Availability of funding may impact the continuation of incentive and bonus programs.
14

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

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

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

37 **(c) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work
38 environment and enhance the quality of life for all District employees.
39 ActiveLee provides engaging health programs, support resources, exercise

1 classes, and wellness coaching to empower District employees to make
2 healthier lifestyle choices. Incentives for District employees will be determined
3 annually by the District.

4 **(d) Recruitment:** Recruitment of employees into critical shortage areas may
5 necessitate the use of recruitment incentives. Incentives for District employees
6 will be determined annually by the District.

7
8 **(f) Longevity Pay:** In order to acknowledge the dedicated service of District
9 employees, longevity supplement amounts will be paid as follows:
10

Years (L)	Amount
10-14	\$625.00
15-19	\$1,250.00
20-24	\$2,500.00
25-29	\$5,000.00
30 or More	\$6,250.00

11 The longevity supplement will be distributed among all pay periods
12 throughout the year.
13
14

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

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

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

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

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

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

31 **(1) Legislative Intent:** The Florida Legislature has found that the
32 National Board for Professional Teaching Standards (NBTS) has
33 established high and rigorous standards for teachers and intends to

1 reward teachers who demonstrate excellence by obtaining national
2 board certification.

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

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

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

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

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

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

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

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

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

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

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

38 **(f) Advanced International Certificate of Education (AICE) Exam:** Funds
39 associated with this program are to be distributed in accordance with Florida

1 Statute 1011.62(1)(m).

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

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

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

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

19 **(g) College Board Advanced Placement (AP)_Exam:** Funds associated with
20 this program are to be distributed in accordance with Florida Statute
21 1011.62(1)(n).

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

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

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

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

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

39 **(2) Weight of 0.2:** A bonus of \$50.00 for each student taught by a

1 teacher who provided instruction in a course that led to the attainment
2 of a CAPE industry certification on the CAPE Industry Certification
3 Funding List with a weight of 0.2.

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

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

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

15 **(i) State Incentive and Bonus Programs (hereafter referred to as**
16 **“Programs”):** Funds associated with State Incentive and Bonus Programs shall
17 be distributed in accordance with applicable Florida Statutes.

18 **(1) Authorization:** The District shall have the authorization to distribute
19 funds by the end of each fiscal year to eligible employees for any
20 Programs established by the Florida Legislature.

21 **(2) Compliance:** The District shall ensure that any disbursements made
22 under this clause comply with all relevant laws, regulations, and
23 guidelines provided by the State of Florida. The parties agree that the
24 existence, and terms of any Program created by the State of Florida shall
25 be deemed incorporated into this contract for the purpose of fund
26 disbursement.

27 **(3) Disclaimer:** Nothing herein shall be construed to expand the
28 Programs beyond the limits of applicable state and federal law.

29 30 **10.04 – NON-STANDARD RATE OF PAY**

31
32 **(1) Extended Work Year:** Teachers who are employed beyond the 196-day work
33 year, including but not limited to summer school, will be paid on the same base rate
34 of pay as received in the school year just completed, exclusive of any supplements
35 paid.

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

1 of any supplements paid.

2
3 **(3) Professional Development**

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

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

12
13 **(4) Instruction During Missed Planning:** When no substitute is available for an
14 absent teacher, another teacher may be assigned to cover the class as follows:

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

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

23 **(c) Elementary Teachers:**

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

27 **(2) Additional Students:** At the elementary level, when students
28 are added to a class, the teacher will be compensated based on the
29 percentage of the absent teacher's total class enrollment added to
30 the covering teacher's class.

31 **(d) Special Instructional Teachers:** School Counselors, Technology
32 Specialists and Media Specialists and other non-classroom instruction
33 personnel shall be given one (1) continuous planning/conference time
34 of not less than one instructional period per day for the purpose of
35 receiving substitute coverage compensation.

36
37 **10.05 – PAY DELIVERY**

38
39 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for
40 employee payroll.

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

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

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

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

15
16 **(2) Payment Method:** All employees shall be paid by direct deposit or District
17 provided pay card.

18
19 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be
20 notified of a need for paycheck adjustments. Arrangements for handling paycheck
21 adjustments will be made directly with the employee. Every effort will be made to
22 resolve paycheck adjustments within the calendar year to ensure accurate reporting
23 of wages for tax purposes.

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

27
28 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be
29 treated in accordance with Florida Statute, Chapter 119.

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

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

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

1 amount.

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

6 **10.06 – CHANGES IN COMPENSATION:** Changes in base salary will be at a fixed rate
7 based upon a standard work year and work day for a full-time employee, i.e. 196
8 days, 7.6 hours per day, 1.0 FTE, unless otherwise stated. Changes will be applied
9 in the following order:
10

11 **(1) Performance-Based Pay:** In accordance with Florida Statute 1012.22,
12 performance-based salary increases will be available to employees based on FY23
13 (2022-2023 school year) Final Performance Evaluation Rating and classification as
14 “Eligible” or “Ineligible” for Career Ladder Movement. In accordance with Florida
15 Statute, a greater amount will be provided to the employees in each classification
16 with a Final Performance Evaluation rating of “Highly Effective.”

17 **(a) FY24 Career Ladder Movement:** All instructional staff who are employed
18 at the time of ratification and payment are eligible for the FY23 Career Ladder
19 Movement and will receive an increase in base salary of \$1,000.00.

20 **(b) FY24 Final Performance Evaluation Rating:** Instructional staff who are
21 Annual Contract status and employed by the District at the time of ratification
22 and payment will receive an increase in base salary of \$667.00 if they received
23 an FY23 Final Performance Evaluation Rating of “Highly Effective” and \$500.00
24 if they received an FY23 Final Performance Evaluation Rating of “Effective.”
25 Instructional staff who are Professional Services Contract status or Continuing
26 Contract status and employed by the District at the time of ratification and
27 payment will receive an increase in base salary of \$500.00 if they received an
28 FY23 Final Performance Evaluation Rating of “Highly Effective” or “Effective.”
29 Instructional staff who did not receive an FY23 Final Performance Evaluation
30 Rating or who received a rating of “Needs Improvement/Developing” or
31 “Unsatisfactory” are not eligible for a performance-based increase.

32 **(2) Retention Percentage Increase:** Eligible classroom and non-instructional
33 employees who are employed by the District at the time of ratification and payment
34 will receive a retention percentage salary increase effective July 1, 2023 and will be
35 paid based on Years X as outlined below:
36

Years (X)	Percentage Increase
0	3.65%
1 to 4	5.5%

5 to 9	8.5%
10 to 14	9.5%
15 to 19	10.5%
20 or more	11.5%

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11

(3) Special Instructional Staff: In order to address retention and recruitment concerns in positions requiring highly specialized knowledge and high-demand professional credentials. Special Instructional Staff who are employed by the District at the time of ratification and payment will receive an increase of eight (8) percent effective July 1, 2023. Special Instructional Staff includes Athletic Trainers, School Counselor, School Social Worker, Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), School Nurse (RN), School Psychologist, Licensed Mental Health Professional, and Board-Certified Behavior Analyst (BCBA).

ARTICLE 11 – BENEFITS

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

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

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

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

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

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

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

1
2 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for
3 benefits have the option to waive participation in the Flex Plan within the first
4 thirty (30) days of employment. Regular employees eligible for benefits are allowed
5 to change their Flex Plan status during the annual enrollment period or within sixty
6 (60) days following a qualified family status change. Enrollment in any individual
7 benefit included in the Flex Plan remains binding until the employee changes their
8 benefit election. Such changes may only be made during the Open Enrollment
9 period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60)
10 days (to drop a benefit) following a qualified family status change, and must be made
11 on the appropriate enrollment change form. Changes made during the Open
12 Enrollment period will become effective the first day of the new benefit plan year.
13

14 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional
15 medical and/or dependent care Flexible Spending Accounts, which allow those
16 employees to pay for qualified medical and dependent care expenses with pre-tax
17 payroll deductions. Flex Credits may not be directed to Flexible Spending Accounts.
18

19 **11.04 - MAJOR MEDICAL INSURANCE:** The Board will provide major medical
20 insurance through the District's medical plan to each eligible employee. Effective
21 April 1, 2019, the Board will provide major medical insurance through four (4) Aetna
22 self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and High Deductible
23 Health Plan (HDHP). Such coverage shall become effective the first of the month
24 following a forty-five (45) day waiting period from date of employment. The date of
25 employment shall be included as one of the forty-five (45) days.
26

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

32 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars
33 (\$20,000.00) of group term life insurance for each eligible employee, with an
34 additional twenty thousand dollars (\$20,000.00) accidental death and
35 dismemberment (AD&D) insurance. Coverage shall begin on the first of the month
36 following a forty-five (45) day waiting period from date of employment. The date of
37 employment shall be included as one of the forty-five (45) days.
38

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

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

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

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

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

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

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

ARTICLE 12 – LEAVE

1
2 **12.01 – CONCEPT:** The parties agree that there is no substitute who can replace an
3 employee in meeting the needs of students. The District encourages regular
4 attendance and limited use of leave. Leave should be requested only when necessary
5 as allowed by law and the terms of this agreement. The parties agree that there
6 is a direct and positive relationship between employee attendance and the
7 successful performance of assigned duties and student achievement.

8 9 **12.02 – EMPLOYEES**

10
11 **(1) Leave Balance and History:** Employees shall have access to an accurate
12 accounting of their leave balance and history via PeopleSoft. Every effort shall
13 be made to provide a monetary value associated with an employee’s leave
14 balance. Monthly statements of leave shall be available via PeopleSoft.

15
16 **(2) Rights and Responsibilities:** Employees have the right to accrue leave and
17 the right to request use of leave. Employees have the responsibility to attend
18 work as much as possible. Employees have the responsibility to communicate
19 with their immediate supervisor and district staff regarding absences and
20 leaves. Employees have the responsibility to provide supporting
21 documentation, if requested by their immediate supervisor or district staff.

22
23 **(3) Requests:** Employees shall be able to submit leave requests to their
24 immediate supervisor. Requests shall be made as far in advance as possible.
25 Requests made twenty-four (24) hours or less before an absence may be denied.
26 Requests made five (5) business days or less before an absence may require
27 supporting documentation. Business days shall be defined as days that the
28 District offices are open for business. Supporting documentation may be
29 submitted in advance of an absence and must be provided no later than five (5)
30 business days after an employee’s return to work or the expiration of approved
31 leave, whichever comes first. Request shall be considered denied until written
32 approval is provided by the employee’s immediate supervisor or Human
33 Resources.

34
35 **(4) Rationale or Reason:** Requests for use of leave shall include a rationale or
36 reason for the request. Employees are required to select from the following
37 types of sick leave, vacation, or temporary duty. Employees may provide a
38 rationale based on the type of leave selected.

1
2 **(5) Types of Leave:**

3 **(a) Sick Leave:** Sick Leave may be used in one (1) hour increments. Requests
4 for sick leave must be for a rationale or reason listed below:

5 **(1) Medical (Self):** Medical (Self) includes absences due to personal
6 illness, injury, accident, disability, or other medical condition.

7 **(2) Medical (Family):** Medical (Family) includes absences due to
8 illness, injury, accident, disability, or other medical condition of a
9 family or household member, including but not limited to: father,
10 mother, brother, sister, husband, wife, child, or another close relative.

11 **(3) Personal:** Personal includes absences due to personal business or
12 matters which cannot be attended to outside of the employee's
13 regular workday, including but not limited to: legal proceedings,
14 weddings, graduations, or civic functions.

15 **(4) Bereavement:** Bereavement includes absences due to a death of a
16 family or household member, including but not limited to: father, mother,
17 brother, sister, husband, wife, child, or another close relative.

18 **(b) Vacation:** Vacation is available to full-time regular employees with a 255-
19 day work year. Vacation may be used in one (1) hour increments. Vacation
20 requests must be pre-scheduled and pre-approved.

21 **(c) Temporary Duty:** Temporary Duty may be used in one (1) hour
22 increments. Requests for temporary duty may be for a rationale or reason
23 listed below:

24 **(1) Professional Development:** Professional Development includes
25 absences due to the performance of assigned duties in direct support
26 of the District's mission, including but not limited to: participation in
27 professional associations, conferences, trainings, surveys, workshops,
28 and other professional meetings. Professional Development may be
29 eligible for travel reimbursement or per diem payments for meals.

30 **(2) Jury Duty:** Jury Duty includes absences due to court summons for
31 participation on a jury panel or service as a juror. Employees are
32 required to immediately return to work upon dismissal from
33 participation on a jury panel or service as a juror. Jury Duty is not eligible
34 for travel reimbursement or per diem payments for meals.

35 **(3) Witness:** Witness includes absences due to subpoena by the District
36 in order to represent the District as a witness or to provide testimony.
37 Employees are required to immediately return of work upon dismissal
38 from service as a witness. Witness is eligible for travel reimbursement
39 and per diem payment for meals.

1 **(4) Military:** Military includes absences due to military order. Military is
2 not eligible for travel reimbursement or per diem payments for meals.

3 **(d) Other Types of Leave:** All other types of leave must be submitted by the
4 employee or their immediate supervisor to Human Resources. Other types of
5 leave include those associated with Worker’s Compensation, the Family
6 Medical Leave Act (FMLA), and Board approved extended leaves. Denial of a
7 request for other types of leave will result in the employee being charged sick
8 leave.

9
10 **(6) Approval or Denial:** Employees will be notified of the status of their leave request
11 as soon as possible and no later than ten (10) business days after the request is
12 made.

13
14 **(7) Return:** Prior to the expiration of approved leave or the exhaustion of accrued
15 leave, employees must notify their immediate supervisor of their intent to return to
16 duty, resign, or request additional leave. Employees should provide their immediate
17 supervisor with twenty-four (24) hours’ notice of their intent to return to work.

18 **(a) Fitness for Duty:** A fitness for duty screening may be required if an
19 employee is absent for ten (10) days or more in a twelve-month period. An
20 immediate supervisor may request a fitness for duty screening if an employee
21 is absent and does not have prior approval for use of leave. Prior to requiring
22 a Fitness for Duty exam, the District shall counsel the employee to assist in
23 determining the necessity of the exam, unless there is an immediate health or
24 safety risk to the employee or another person. If the District determines that a
25 Fitness for Duty exam (either medical or psychological) in accordance with the
26 Florida statutes is required, the employee shall be placed on administrative
27 leave with pay until the Fitness for Duty exam can be completed, within three
28 (3) business days. After that time, their sick leave would be charged. If the
29 individual is deemed “not fit for duty” they would go on Board leave or use sick
30 time. The administrative leave without pay will begin the next work day. Fitness
31 for Duty options apply to employees who are not currently on leave. The date
32 of the doctor’s note shall control the duration of temporary duty.

33
34 **(8) Abuse of Leave:** Any absence that results in a disruption to the education
35 environment or worksite may be considered an abuse of leave. If abuse of leave is
36 suspected, immediate supervisors may request supporting documentation. Abuse of
37 leave may result in a change in the type of leave recorded, or disciplinary action up
38 to and including termination.

39 **(a) Absence Without Leave (AWOL):** Absence Without Leave (AWOL) includes

1 absences that have not been approved by the immediate supervisor. AWOL
2 includes absences that are considered “no call, no show” and may be treated
3 as abandonment of position after three (3) consecutive days of absence.

4 **(b) Leave Without Pay:** Leave Without Pay (LWOP) includes absences where
5 paid sick leave or vacation is not available or not approved by the immediate
6 supervisor. LWOP may be granted by the immediate supervisor in emergency
7 situations and should be reported by the immediate supervisor to Human
8 Resources and Payroll. Unapproved absences or absences on a day where a
9 request for leave has been denied will be leave without pay.

10 **(c) Excessive Absenteeism:** Excessive absenteeism includes absences in
11 excess of accrued leave, absenteeism at a rate exceeding the rate of leave
12 accrual, or three consecutive days of absence without approval by the
13 immediate supervisor. Immediate supervisors should communicate with
14 individual employees to discuss excessive absenteeism prior to taking
15 disciplinary action.

16 **(d) Suspicious Pattern:** Suspicious patterns of absence may be considered an
17 abuse of leave provided there is an articulable and objective basis for the
18 suspicion.

19 20 **12.03 – IMMEDIATE SUPERVISORS**

21
22 **(1) Leave Balance and History:** Immediate supervisors shall have access to an
23 accurate accounting of the leave balance and history for the employees they
24 supervise via PeopleSoft. Every effort shall be made to provide a monetary value
25 associated with employee’s leave balance. Monthly statements of leave balances
26 shall be made available to immediate supervisors via PeopleSoft. Immediate
27 supervisors shall review available reports and notify Professional Standards of any
28 cases of suspected abuse of leave.

29
30 **(2) Rights and Responsibilities:** Immediate supervisors have the right to review
31 leave requests. Immediate supervisors have the right to approve or deny requests,
32 based on an assessment of disruption to the education environment or worksite.
33 Immediate supervisors have the responsibility to honor all good faith requests.
34 Immediate supervisors have the responsibility to provide notice to employees
35 regarding available types of leave at least once annually. Immediate supervisors have
36 the responsibility to communicate with employees and district staff regarding
37 employee absences and leaves. Immediate supervisors have the responsibility to
38 oversee and coordinate vacation schedules for employees at their location in order
39 to minimize potential disruption.

1
2 **(3) Requests:** Immediate supervisors shall respond to leave requests submitted by
3 the employees they supervise by indicating if the request is approved or denied.
4 Approval or denial of leave requests shall be made as far in advance as possible and
5 no later than ten (10) business days after the request is made. Requests made
6 twenty-four (24) hours or less before an absence may be denied. Requests made five
7 (5) business days or less before an absence may require supporting documentation.
8 Business days shall be defined as days that the District offices are open for business.
9 Supporting documentation may be submitted in advance of an absence and must be
10 provided no later than five (5) business days after an employee's return to work or
11 the expiration of approved leave, whichever comes first. Immediate supervisor must
12 report absences of three (3) consecutive days or more, or ten (10) days in a twelve-
13 month period to Payroll and Human Resources.

14
15 **(4) Rationale or Reason:** Immediate supervisors shall review the rationale or reason
16 for the request. Employees are required to select from the following types of leave:
17 Sick Leave, Vacation, or Temporary Duty. Additional commentary is not required by
18 the employee, but may be requested in the event that an immediate supervisor
19 suspects abuse of leave or if the absence may result in a disruption to the education
20 environment or worksite.

21 **(a) Supporting Documentation:** Appropriate supporting documentation
22 includes, but is not limited to: notes issued by a licensed medical professional,
23 obituaries or certificates of death, conference or course registration information,
24 jury summons, military orders, subpoenas, travel documents, police reports,
25 referrals to victim services organizations, or similar documentation issued by an
26 objective third party. Immediate supervisor must have supporting documentation
27 for absences of three (3) consecutive days or more, or ten (10) days in a twelve-
28 month period.

29 **(b) Priority:** Requests shall be reviewed and considered in the order in which they
30 are received. Consideration may be given to the duration, nature, or severity of
31 an underlying rationale or reason for a request. Priority may be given for major
32 life events, including but not limited to: weddings, graduations, births, or deaths.

33
34 **(5) Types of Leave:** Immediate supervisors shall respond to leave requests for the
35 types of leave mentioned in Article 12.02(5) and submit employee requests
36 requiring District approval to Human Resources.

37 **(a) Sick Leave:** Immediate supervisors may approve requests in increments of
38 one (1) hour.

39 **(b) Vacation:** Immediate supervisors may approve requests in increments of one

1 (1) hour.

2 **(c) Temporary Duty:** Immediate supervisors may approve requests in
3 increments of one (1) hour.
4

5 **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial
6 of an employee's request for leave into PeopleSoft. Immediate supervisors will make
7 reasonable efforts to ensure a response is provided to the employee prior to the date
8 for which the leave is requested. Immediate supervisors shall notify employees of
9 the status of their leave request as soon as possible and no later than ten (10)
10 business days after the request is made.

11 **(a) Approved:** Immediate supervisors may approve requests if:

12 **(1) No Disruption:** The request is for sick leave or temporary duty for an
13 absence that will not result in a disruption to the education environment or
14 worksite and adequate staffing or coverage exists.

15 **(2) Vacation:** The request is for vacation and the employee has used two (2)
16 weeks or fewer of vacation in the preceding twelve (12) months.

17 **(b) Denied:** Immediate supervisors may deny requests if:

18 **(1) Insufficient Notice:** The request is made twenty-four (24) hours or less
19 before an absence.

20 **(2) Incomplete Request:** The request is made without selecting a type of
21 leave, without providing a reason or rationale based on the type of leave
22 selected, or without providing supporting documentation if requested.

23 **(3) Start of School Year:** The request is for a day during the five days
24 immediately following the start of the student school year.

25 **(4) End of School Year:** The request is for a day during the five days
26 immediately prior to or immediately following the end of the student school
27 year.

28 **(5) Paid Holiday:** The request is for the day immediately prior to or following
29 a paid holiday, as mentioned in Article 7.05 (Holidays), or approved vacation.

30 **(6) Vacation:** The request is for a vacation that has not been pre-scheduled
31 or is not pre-approved by the immediate supervisor.

32 **(7) Disruption:** The request is for a day that will result in a disruption to the
33 education environment or worksite, adequate staffing or coverage does not
34 exist, or the request constitutes an abuse of leave.
35

36 **(7) Rescind:** If a change in circumstances, including but not limited to an emergency,
37 results in an approved leave creating disruption to the education environment or
38 worksite, the Superintendent may rescind approved leave or authorize immediate
39 supervisors to do the same. The immediate supervisor is responsible for providing

1 the employee with notice that an approved leave has been rescinded.

2
3 **(8) Abuse of Leave:** Any absence that results in a disruption to the education
4 environment or worksite may be considered an abuse of leave. If abuse of leave is
5 suspected, immediate supervisors may request supporting documentation. Abuse of
6 leave may result in a change in the type of leave recorded, or disciplinary action up
7 to and including termination.

8
9 **12.04 – DISTRICT**

10
11 **(1) Notice:** Each fiscal year, Human Resources may provide employees and
12 immediate supervisors with information on the types of leave mentioned in Article
13 12.02(5). Immediate supervisors may provide employees with information on how to
14 submit a request for leave, include those associated with Worker’s Compensation,
15 the Family Medical Leave Act (FMLA), and other types of leave. Employees are
16 responsible for submitting requests for leave and supporting documentation
17 themselves.

18
19 **(2) Accruals:**

20 **(a) Sick Leave:** Sick leave shall be accrued in a manner consistent with Florida
21 Statute 1012.61.

22 **(1) Standard:** Employees will receive a standard accrual of sick leave in
23 the amount of (1) day per month based on scheduled work days.
24 Employees must work one (1) day more than half of the month in
25 order to be eligible for a standard accrual that month.

26 **(2) Summer Programs:** Employees will receive a summer program
27 accrual of sick leave in the amount of one (1) day per three (3) weeks
28 worked, with a maximum accrual of two (2) days per summer.

29 **(3) Advance:** Employees will receive an advanced accrual of sick leave
30 in the amount of four (4) days at the start of the regularly scheduled
31 work year.

32 **(4) Personal:** Employees may request to use a maximum of six (6) sick
33 leave days for personal each fiscal year. Sick leave for personal is
34 non-cumulative from year to year and does not constitute a separate
35 leave accrual.

36 **(5) Reinstatement:** If an employee terminates their employment
37 without receiving terminal pay benefits and is reemployed, their sick
38 leave balance may be reinstated.

39 **(b) Vacation:** Vacation shall be accrued in a manner consistent with School

1 Board Policy. Employee will no longer accrue vacation once they have reached
2 the maximum accrual of 45 days or up to 360 hours for an employee with an
3 8-hour work day.
4

Continuous District Service	Accrual (days per month)	Accrual (days per year)
Less than Five (5) Years	1.00	12.00
Five (5) to Nine (9) Years	1.25	15.00
Ten (10) or More Years	1.50	18.00

5
6 **(3) Reports:** The District may make additional reports and queries regarding leave
7 available to immediate supervisors via PeopleSoft.
8

9 **(4) Rights and Responsibilities:** The District has the right to review leave
10 requests. The District has the right to approve or deny requests, based on
11 disruption to the education environment or worksite. The District has the
12 responsibility to provide notice to employees regarding available types of leave.
13 The District has the responsibility to communicate with employees regarding
14 absences and leaves. Immediate supervisors may consult with Human Resources
15 regarding requests for absences of three (3) or more consecutive days or more,
16 or ten (10) days in a twelve-month period.
17

18 **(5) Other Types of Leave:**

19 **(a) Association Duty:** Association Duty includes absences due to union
20 business, including but not limited: bargaining related committees, ratification
21 voting, election of building representatives and Association officers, and other
22 concerted activities. Association duty must be requested by the President of
23 the Association and the District will provide the Association with an invoice for
24 reimbursement.

25 **(b) Educational:** Employees may be granted up to five (5) days of Temporary
26 Duty per semester for the purpose of participating in a degree seeking
27 educational program.

28 **(c) Extended Leave:** Any leave of ten (10) or more consecutive days shall be
29 considered extended leave and will be subject to review and approval by
30 Human Resources. If approved in advance, extended leave may be with pay,
31 provided accrued leave is available and appropriate to use. If approved in
32 advance, extended leave in excess of accrued leave will be without pay. In
33 accordance with School Board Policy, extended leave for thirty (3) consecutive

1 days or more will be without pay and will require School Board approval.

2 **(1) Request:** Employees shall be able to submit extended leave
3 requests to their immediate supervisor and Human Resources.
4 Requests shall be made as far in advance as possible. Requests must
5 be made as far in advance as possible. Requests must be made five (5)
6 business days or more in advance of an absence. Business days shall
7 be defined as days that the District offices are open for business.
8 Supporting documentation is required at the time the request is made.
9 Failure to provide supporting documentation may result in denial of
10 leave or disciplinary action up to an including termination.

11 **(2) Rationale or Reason:** Employees may request an extended leave
12 for the following:

13 **(a) Family Obligation:** Employees may request an extended
14 leave to tend to a family obligation. Requests for more than
15 thirty (30) days require Board approval.

16 **(b) Parental Leave:** Employees may request an extended leave
17 for maternity, paternity, or adoption. Requests for more than
18 thirty (30) days require Board approval.

19 **(c) Medical:** Employees may request an extended leave for
20 absences due to illness, injury, accident, disability, or other
21 medical condition.

22 **(3) Approval or Denial:** Employees will be notified of the status of
23 their leave request within five (5) business days. Human Resources
24 shall enter approval or denial to an employee's request for extended
25 leave into PeopleSoft. Human Resources will make reasonable efforts
26 to ensure an approval or denial is provided to the employee and their
27 immediate supervisor prior to the date for which leave is requested.

28 **(4) Return:** Employees approved for extended leave for an entire
29 school year or the remainder of the current school year must notify
30 Human Resources in writing of their intent to return to duty the
31 following school year prior to April 1.

32 **(5) Restoration:** Employees returning to duty following an extended
33 leave will be returned to a comparable position within the District.
34 Factors to be considered when determining what positions are
35 comparable include: compensation, benefits, working conditions,
36 assigned duties, geographic location of worksite and its proximity to
37 the employee's home.

38 **(d) Military:** In accordance with the Uniformed Services Employment and
39 Reemployment Act (USERRA) and Florida Statute 115.09, employees may

1 request extended leave to attend to military duties. Military leave shall be
2 granted in accordance with applicable state and federal law. Nothing herein
3 shall be construed to expand any military leave privileges beyond applicable
4 state and federal law.

5 **(e) Sabbatical:** In accordance with Florida Statute 1012.64, employees may
6 be eligible for sabbatical leave for a period not to exceed one (1) year to
7 pursue professional certification or licensure in an area with an identified
8 critical shortage of employees, as designated by the Superintendent.

9 **(f) Family Medical Leave Act (FMLA):** In accordance with the Family Medical
10 Leave Act (FMLA), eligible employees may take unpaid, job-protected leave for
11 specified family and medical reasons with continuation of group health
12 insurance coverage for the employee only under the same terms and
13 conditions as if the employee had not taken leave.

14 **(1) Eligibility:** Eligible employees are entitled to concurrent use of their
15 accrued sick and vacation leave during an FMLA covered absence.
16 Eligible employees are entitled to twelve (12) work weeks of leave in a
17 rolling twelve-month period for:

18 **(a) Birth:** The birth of a child and to care for the newborn child
19 within one year of birth.

20 **(b) Adoption:** The placement of a child with the employee for
21 adoption or foster care and to care for the newly placed child
22 within one year of placement.

23 **(c) Caregiver:** The care of the employee's spouse, child, or
24 parent who has a serious health condition.

25 **(d) Medical (Self):** The employee to seek medical treatment, if a
26 serious health condition makes the employee unable to perform
27 the essential functions of their job.

28 **(e) Caregiver (Military):** The employee to respond to any
29 qualifying exigency arising out of the fact that the employee's
30 son, daughter, or parent is a covered military member on
31 "covered active duty."

32 **(f) Caregiver (Military - Family):** The employee to take twenty-
33 six (26) workweeks of leave during a single 12-month period in
34 order to care for a covered servicemember with a serious injury
35 or illness, if the eligible employee is the service member's
36 spouse, son, daughter, parent, or next of kin.

37 **(g) Domestic Violence or Sexual Violence:** In accordance with Florida
38 Statute 741.313, employees are entitled to leave for three (3) working days in
39 a twelve (12) month period, if the employee or a family or household member

1 is the victim of domestic violence or sexual violence. Existing Sick Leave shall
2 be used for Domestic Violence or Sexual Violence leave. In the event the
3 employee does not have accrued Sick Leave available, the Domestic Violence
4 or Sexual Violence leave shall be leave without pay without any penalty to the
5 employee.

6 **(1) Eligibility:** In order to be eligible, an employee must have a
7 minimum of three (3) months of employment with District information
8 relating to leave for victims of domestic violence or sexual violence must
9 be kept confidential and is not subject to inspection by the public.
10 Eligible employees may use leave for the following reasons:

11 **(a) Injunction:** To seek an injunction for protection against
12 domestic violence or an injunction for protection in cases of
13 repeat violence, dating violence, or sexual violence.

14 **(b) Medical Care:** To obtain medical care or mental health
15 counseling, or both, for the employee or a family or household
16 member to address physical or psychological injuries resulting
17 from the act of domestic violence or sexual violence.

18 **(c) Victim Services:** To obtain services from a victim services
19 organization, including, but not limited to, a domestic violence
20 shelter or program or a rape crisis center as a result of the act of
21 domestic violence or sexual violence.

22 **(d) Housing:** To make the employee's home secure from the
23 perpetrator of the domestic violence or sexual violence or to
24 seek new housing to escape the perpetrator.

25 **(e) Legal:** To seek legal assistance in addressing issues arising
26 from the act of domestic violence or sexual violence or to attend
27 and prepare for court-related proceedings arising from the act
28 of domestic violence or sexual violence.

29 **(2) Threat Assessment:** An employee's request for domestic violence
30 sexual violence leave will result in a threat assessment by the District
31 Threat Assessment Team.

32 **(h) Compassionate Leave:** Employees are entitled to leave for ten (10)
33 working days in a twelve-month period, if the employee or a family or
34 household member experiences a miscarriage, ectopic pregnancy, or molar
35 pregnancy. An employee's request for privacy should be respected and
36 employees have a right to keep this information confidential. Immediate
37 supervisors may not request supporting documentation in situations where
38 an employee requests compassionate leave. Existing Sick Leave shall be used
39 for Compassionate Leave. In the event the employee does not have accrued

1 Sick Leave available, the Compassionate Leave shall be leave without pay,
2 without any penalty to the employee.

3 **(i) Worker's Compensation:** In accordance with Florida Statute 1012.63,
4 1012.69 and Chapter 440, employees may request leave for illness in the line
5 of duty or injury in the line of duty (ILD). No more than ten (10) days in a fiscal
6 year regardless of the number of illnesses or injuries and no more than ten
7 (10) days for any single illness or injury. Employees do not accrue ILD. The
8 District can change sick leave to ILD if a claim for Worker's Compensation (WC)
9 is filed and determined to be compensable. Supporting documentation is
10 required in order to be eligible for ILD. The District reserves the right to
11 request medical examination by a licensed health care provider approved by
12 the Board.

13 **(1) Childhood Illness:** Illnesses normally known as childhood diseases
14 that are not normal adult illnesses are covered by WC. For example,
15 mumps, measles, and chicken pox are covered, however, influenza and
16 common colds are not.

17 **(6) Shared Sick Leave (Family Member):** In accordance with Florida Statute
18 1012.61(e), employees may donate sick leave to their spouse, child, parent, or sibling
19 who is also a district employee. Shared sick leave may not be included in terminal
20 pay. Requests to share sick leave must be made to Payroll prior to the recipient
21 absences for which they will apply. In order to be eligible to receive shared sick leave,
22 the recipient must provide supporting documentation. Shared sick leave may not be
23 used for personal leave. Employees do not accrue sick leave while using shared sick
24 leave. Employees may not donate advance accruals. School Board Policy allows
25 employees to share no more than twenty (20) days of shared sick leave at a time.
26

27 **(7) Terminal Pay:** In accordance with Florida Statute and School Board Policy,
28 employees are eligible for terminal payment of sick leave and vacation, if they have
29 ten (10) years of services in a Florida Retirement System (FRS) eligible position.
30 Terminal payment of sick leave and vacation may be made to the employee's
31 designated beneficiary or the employee's estate, upon the death of a current
32 employee. Payment amounts are based upon creditable years of service. Employees
33 are not eligible for terminal pay if their termination is disciplinary in nature or if they
34 resign during the pendency of an investigation into allegations of misconduct.

35 **(1) Sick Leave:** Terminal payment of sick leave shall be issued in a manner
36 consistent with Florida Statute 1012.61 and School Board Policy. Issuance of
37 terminal payment shall result in a leave balance of zero. Employees who end
38 their employment with the District prior to earning a standard accrual to
39 replace the advanced accrual are not entitled to terminal payment of days that

1 have not been earned and will forfeit any unearned advanced accruals. The
2 amount of terminal pay shall be computed as follows:

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

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

9 **(c) Seven to Nine District Years:** during the years of service seven
10 through nine (7-9) in the District, forty-five (45) percent of the hours of
11 accumulated sick leave shall be multiplied times the base rate of pay.

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

15 **(e) Thirteen or More District Years:** during and after the thirteenth
16 (13th) year of service in the District, one hundred (100) percent of the
17 hours of accumulated sick leave shall be multiplied times the base rate
18 of pay.

19
20 **(2) Vacation:** Terminal payment of vacation shall be issued in a manner
21 consistent with Florida Statute 1012.65 and School Board Policy. Issuance of
22 terminal payment shall result in a vacation balance of zero.

23
24 **(8) Sick Leave Pool:** Florida Statute 1012.61(3) allows for employees to pool sick
25 leave provided certain statutory requirements are met, including maintenance of
26 reliable and accurate records by the District showing the amount of sick leave
27 accumulated by employees that is not used. The parties agree to study the feasibility,
28 scope, and impact of reopening sick leave pool. The District will bring a
29 recommendation for consideration in FY25 (2024-2025 school year).

30
31 **(9) Insurance Coverage:** The insurance coverage of any employee whose request
32 for leave is approved terminates on the first scheduled pay day that the employee
33 does not receive a paycheck, except as otherwise provided by law or this agreement.
34 To continue insurance coverage during leave, the employee must remit all premiums
35 due thereafter when permitted.

36
37 **(10) Outside Employment:** In accordance with School Board Policy, outside
38 employment may not conflict with the terms and conditions of an approved leave,
39 including extended leave. Immediate supervisors must report conflicts to

- 1 Professional Standards for review and may rescind approval of leave if a conflict
- 2 exists. Conflicts may result in disciplinary action up to and including termination.
- 3 Outside employment may be allowed for the following types of leave only:
- 4 association duty, military and professional development.

ARTICLE 13 – PARTICIPATORY DECISION MAKING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Association's lead representative or their designee shall be included on all school-
2 based committees.

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

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

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

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

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

1 Memorandum of Understanding. Requests for a waiver of contract language shall be
2 made to the TALC Labor/Management Committee.

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

11

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 – DURATION AND ACCEPTANCE

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

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

15
16 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY24 (2023-
17 2024 school year), FY25 (2024-2025 school year) and FY26 (2025-2026 school year).

18
19 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later
20 than March 31, 2024.

21
22 **(2) Successor Agreement:** The parties agree to commence negotiations for a
23 successor agreement no later than June 30, 2025.

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

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


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

6
7 **15.06 - EXPIRATION** This Agreement, together with all the terms, conditions and
8 effects thereof, shall expire on June 30, 2026, and in no event shall any other articles
9 of this Agreement contravene the expiration of this Agreement.

**FY24 (2023-2024 school year, FY25 (2024-2025 school year), and FY26 (2025-2026 school year)
TALC Collective Bargaining Agreement.**

This Agreement between the School District of Lee County and The Teachers' Association of Lee County is signed and effective on this 7th day of November 2023.

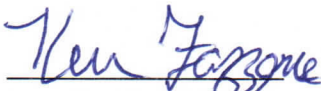
The Teachers' Association of Lee County The School District of Lee County


Kevin Daly
President


11/7/23
Date


Armor Persons
School Board Chair


11/8/23
Date


Kerr Fazzone, Ph.D.
Chief Negotiator

11/7/23
Date

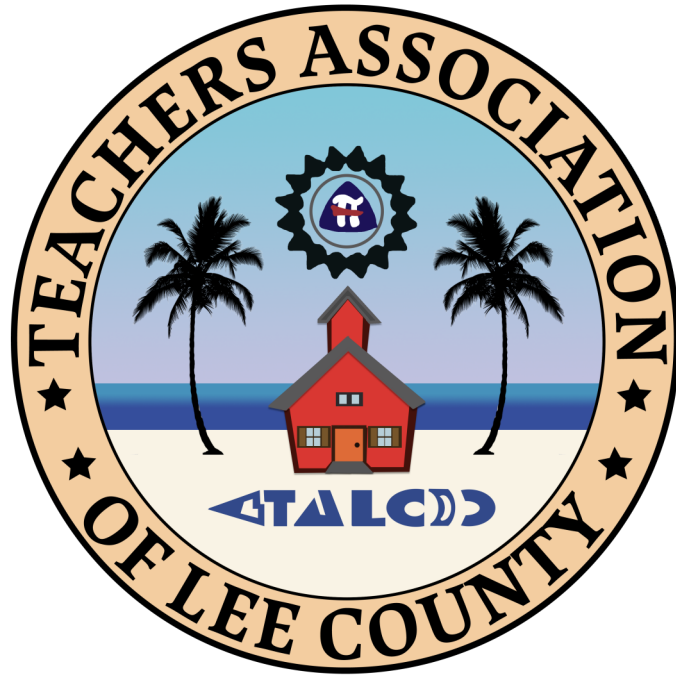

Christopher Bernier, Ed.D.
Superintendent

11/8/2023
Date


Robert Dodig, J.D.
Chief Negotiator

11/7/23
Date

APPROVED
NOV 07 2023
SCHOOL BOARD OF
LEE COUNTY



Scan to join YOUR union, the
Teachers Association of Lee
County, TODAY!

SCAN ME



THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM

Grievant(s): _____

EE ID #: _____

School/Department: _____

LOC #: _____

Job Title/Position: _____

JDE #: _____

Bargaining Unit: SPALC or TALC

Action: ____/____/____

Supervisor: _____

Filed: ____/____/____

Representative: _____

Hearing: ____/____/____

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

Statement of Fact(s):

CBA Article(s) Grievated:

Impact Statement:

Relief Sought:

Disposition:

Immediate Supervisor or Superintendent's Designee

_____/_____/_____
Date of Response

CC: Immediate Supervisor
Superintendent
Legal Services
Grievance File

INSTRUCTIONAL POSITIONS

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

Specialist, Support (District Intervention)	S-11.33	196	Instructional	01/26/2021
Specialist, Support (School Intervention)	S-11.70	196	Instructional	01/26/2021
Specialist, Technology	S-11.49	226	Instructional	01/26/2021
Specialist, Translator (ESOL)	S-11.51	196	Instructional	01/26/2021
SPECIAL INSTRUCTIONAL				
Athletic Trainer	T-16.03	196	Special Instructional	01/26/2021
Board-Certified Behavior Analyst	A-13.09	196	Special Instructional	01/26/2021
Licensed Mental Health Professional (District)	L-1.01	201	Special Instructional	01/26/2021
Occupational Therapist	T-16.05	196	Special Instructional	01/26/2021
Physical Therapist	T-16.06	196	Special Instructional	01/26/2021
School Counselor	C-51.01	196, 201, 206, 226	Special Instructional	01/26/2021
School Nurse	N-1.01	196	Special Instructional	01/26/2021
School Psychologist	P-16.03	196, 206	Special Instructional	01/26/2021
School Social Worker	S-8.03	196	Special Instructional	01/26/2021
School Social Worker (District Lead)	S-8.02	216	Special Instructional	03/10/2020
Speech-Language Pathologist	S-11.58	196	Special Instructional	01/26/2021
School Social Worker (Foster Liaison)	S-8.05	196, 216, 226, 255	Special Instructional	08/08/2023
School Social Worker (Homeless Liaison)	S-8.06	196, 216, 226, 255	Special Instructional	08/08/2023

INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE

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

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

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

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

Department Chairperson -MIDDLE						
Based on number of full-time instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.						
	1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
	4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
	7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
	10+ full-time staff members	Yes	No	S-35.24	\$1,417.50	\$1,417.50
	Team Leader -1 per 7 Instructional Staff Members	Yes	No	S-35.56	\$810.00	\$810.00
Grade-Level Chairperson - ELEMENTARY						Based
on number of full-time instructional staff members per grade level.						
<i>Excluding: School Counselor, ESE, etc.</i>						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
	Prekindergarten				-	-
	Kindergarten				-	-
	First Grade				-	-
	Second Grade				-	-
	Third Grade				-	-
	Fourth Grade				-	-
	Fifth Grade				-	-
	Specials (1)				-	-
ELEMENTARY SCHOOL						
ESE Department Chairperson						
Based on number of full-time instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
Grade-Level Chairperson: Based on number of full-time instructional staff members per grade level.						
<i>Excluding: School Counselor, ESE, etc.</i>						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
	Prekindergarten				-	-
	Kindergarten				-	-
	First Grade				-	-
	Second Grade				-	-
	Third Grade				-	-
	Fourth Grade				-	-
	Fifth Grade				-	-
	Specials (1)				-	-
PROFESSIONAL DEVELOPMENT		Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective."						
+ Paid upon verification of occupying position for duration of FY23 and FY24.						
	Check and Connect Contact Person	Yes	Yes	S-35.20	\$1,215.00	\$1,215.00
	Cooperating Teacher	Yes	Yes	S-35.26	\$200.00	\$200.00

Lead Mentor	Yes	Yes	S-35.27	\$816.00	\$816.00			
Learning and Leadership Teacher (Senior)	Yes	Yes	S-35.83	\$2,500.00	\$2,500.00			
Mentor Teacher* (Up to 2 Mentees)	Yes	Yes	S-35.65	\$684.93	\$816.00			
School Inservice Representative (SIR) (1)	Yes	No	S-35.52	\$607.50	\$607.50			
Teacher, Learning and Leadership*	No	Yes	T-1.16	\$10,125.00	\$10,125.00			
Teacher, Peer Collaborative *	No	Yes	T-1.17	\$10,125.00	\$10,125.00			
Teacher, Transformation* +	No	Yes	T-1.18	\$15,187.50	\$15,187.50			
*Supplements per school based on student enrollment.								
SAFETY AND SECURITY*	Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount			
HIGH SCHOOL								
Safety/Security Supervisor								
	Up to 1,799 = 2	1,800+ =3	Yes	No	S-35.48	\$810.00	\$810.00	
ELEMENTARY/MIDDLE SCHOOL/POST-SECONDARY								
Safety/Security Supervisor								
	Up to 500 = 1	501 - 1,000 = 2	1,001+ = 3	Yes	No	S-35.48	\$810.00	\$810.00
STUDENT SERVICES & EXCEPTIONAL STUDENT EDUCATION (ESE)	Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount			
SPECIAL INSTRUCTIONAL								
Board-Certified Behavior Analyst	No	Yes	A-13.09	\$7,492.50	\$7,492.50			
BCBA- Certification	No	Yes	-	\$607.50	\$607.50			
ESE Teacher <i>Excluding: Special Instructional Staff</i>	No	No	T-1.04	\$1,012.50	\$1,012.50			
Occupational Therapist	No	No	T-16.05	\$7,492.50	\$7,492.50			
Physical Therapist	No	No	T-16.06	\$7,492.50	\$7,492.50			
School Counselor	No	No	C-51.01	\$1,842.75	\$1,842.75			
	Licensed Mental Health Counselor	Yes	No	-	\$607.50	\$607.50		
Licensed Mental Health Professional	No	No	L-1.01	\$1,842.75	\$1,842.75			
	Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
	Licensed Marriage & Family Therapist	Yes	No	-	\$607.50	\$607.50		
	Licensed Mental Health Counselor	Yes	No	-	\$607.50	\$607.50		
School Nurse (Registered Nurse only)	No	No	N-1.01	\$2,430.00	\$2,430.00			
School Psychologist								
	School Psychologist w/	No	No	P-16.03	\$8,100.00	\$8,100.00		
	School Psychologist w/o NASP Certification	No	No	P-16.03	\$7,492.50	\$7,492.50		
	Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
	Licensed Psychologist	Yes	No	-	\$607.50	\$607.50		
School Social Worker								
	School Social Worker	No	No	S-8.03	\$1,842.75	\$1,842.75		
	Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
Speech-Language Pathologist								
	Speech-Language Pathologist w/ Certificate of Clinical Competency	No	No	S-11.58	\$8,100.00	\$8,100.00		

	Speech-Language Pathologist w/o Certificate of Clinical Competency	No	No	S-11.58	\$7,492.50	\$7,492.50
ALL LEVELS						
Equity Contact Person (1)						
	1-20 full-time instructional employees per school	Yes	No	S-35.34	\$405.00	\$405.00
	21+ full-time instructional employees per school	Yes	No	S-35.34	\$607.50	\$607.50
ESOL Contact Person						
	Student Contact: 0 - 175	Yes	No	S-35.36	\$810.00	\$810.00
	Student Contact: 176 - 275	Yes	No	S-35.36	\$1,012.50	\$1,012.50
	Student Contact: 276+	Yes	No	S-35.36	\$1,215.00	\$1,215.00
DEPARTMENTS						
Equity Contact Person						
	1-20 full-time instructional employees per department	Yes	No	S-35.34	\$405.00	\$405.00
	21+ full-time instructional employees per department	Yes	No	S-35.34	\$607.50	\$607.50
School Inservice Representative (SIR) (1)		Yes	No	S-35.52	\$405.00	\$405.00
MIDDLE SCHOOL						
Gifted Assessment Team (GAT) Contact Person		Yes	No	S-35.71	\$405.00	\$405.00
Positive Behavior Support (PBS) Contact Person		Yes	No	S-35.72	\$405.00	\$398.70
ELEMENTARY SCHOOL						
Gifted Assessment Team (GAT) Contact Person		Yes	No	S-35.71	\$405.00	\$405.00
Positive Behavior Support (PBS) Contact Person		Yes	No	S-35.72	\$607.50	\$607.50
ACTIVITIES / CLUBS		Career Ladder		JDE	FY23 Amount	FY24 Amount
STUDENT PUBLICATIONS						
HIGH SCHOOL/POST-SECONDARY*						
Broadcast/Television Advisor		Yes	No	S-35.15	\$405.00	\$405.00
Literary Magazine Advisor		Yes	No	S-35.46	\$810.00	\$810.00
Newspaper Advisor		Yes	No	S-35.46	\$810.00	\$810.00
Yearbook Advisor		Yes	No	S-35.59	\$1,215.00	\$1,215.00
MIDDLE SCHOOL						
Newspaper Advisor		Yes	No	S-35.46	\$607.50	\$607.50
Yearbook Advisor		Yes	No	S-35.59	\$607.50	\$607.50
ELEMENTARY SCHOOL						
Yearbook Advisor		Yes	No	S-35.59	\$405.00	\$405.00
REGISTERED STUDENT ORGANIZATIONS						
HIGH SCHOOL						
Class Sponsor						
	Senior	Yes	No	S-35.22	\$1,012.50	\$1,012.50
	Junior	Yes	No	S-35.22	\$1,012.50	\$1,012.50

	Sophomore	Yes	No	S-35.22	\$405.00	\$405.00
	Freshman	Yes	No	S-35.22	\$405.00	\$405.00
Community Service Club Advisor (3)		Yes	No	S-35.23	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor		Yes	No	S-35.69	\$405.00	\$405.00
Future Educators of America Sponsor (1)		Yes	No	S-35.38	\$1,012.50	\$1,012.50
Interest Club Sponsor						
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>						
	Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
	501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
JROTC Sponsor (1) (Year Round)		Yes	No	S-35.68	\$1,822.50	\$1,822.50
National Honor Society Advisor		Yes	No	S-35.44	\$607.50	\$607.50
National Technical Honor Society Advisor (1)		Yes	No	S-35.70	\$607.50	\$607.50
Student Council Sponsor		Yes	No	S-35.55	\$1,215.00	\$1,215.00
Career Club Sponsor (4)		Yes	No	S-35.58	\$810.00	\$810.00
<i>Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.</i>						
MIDDLE SCHOOL/K-8						
Community Service Club Advisor (2)		Yes	No	S-35.23	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor		Yes	No	S-35.69	\$405.00	\$405.00
Future Educators of America Sponsor (1)		Yes	Yes	S-35.38	\$810.00	\$810.00
Interest Club Sponsor						
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>						
	Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
	501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
National Junior Honor Society Advisor (1)		Yes	No	S-35.45	\$405.00	\$405.00
Student Council Sponsor		Yes	No	S-35.55	\$810.00	\$810.00
ELEMENTARY SCHOOL						
Community Service Club Advisor		Yes	No	S-35.23	\$405.00	\$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor		Yes	No	S-35.69	\$405.00	\$405.00
Interest Club Sponsor						
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>						
	Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
	501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
School Safety Patrol Supervisor (1)		Yes	No	S-35.49	\$405.00	\$405.00
ARTS		Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
HIGH SCHOOL						
Art Director		Yes	No	S-35.63	\$405.00	\$405.00
Band Director		Yes	No	S-35.11	\$4,050.00	\$4,050.00
Assistant Band Director		Yes	No	S-35.05	\$1,620.00	\$1,620.00
Associate Band Instructor		Yes	No	S-35.64	\$810.00	\$810.00
Choral Director		Yes	No	S-35.19	\$1,822.50	\$1,822.50
Director of Dance (Arts Schools Only)		Yes	No	S-35.25	\$1,822.50	\$1,822.50
Director of Drama		Yes	No	S-35.28	\$1,822.50	\$1,822.50

Strings Director	Yes	No	S-35.54	\$1,417.50	\$1,417.50
MIDDLE SCHOOL					
Art Director	Yes	No	S-35.63	\$405.00	\$405.00
Band Director	Yes	No	S-35.14	\$1,822.50	\$1,822.50
Choral Director	Yes	No	S-35.21	\$1,012.50	\$1,012.50
Director of Dance (Arts Schools Only)	Yes	No	S-35.25	\$1,215.00	\$1,215.00
Director of Drama	Yes	No	S-35.30	\$810.00	\$810.00
Strings Director	Yes	No	S-35.54	\$1,417.50	\$1,417.50
ELEMENTARY SCHOOL					
Art Director	Yes	No	S-35.63	\$405.00	\$405.00
Director of Dance (Arts Schools Only)	Yes	No	S-35.25	\$405.00	\$405.00
Director of Drama	Yes	No	S-35.29	\$405.00	\$405.00
Music Director	Yes	No	S-35.33	\$607.50	\$607.50
Strings Director (Arts Schools Only)	Yes	No	S-35.54	\$1,417.50	\$1,417.50
ATHLETICS	Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
DISTRICT WIDE - ALL LEVELS					
Special Olympics Athletic Director (1)	Yes	No	S-35.12	\$405.00	\$810.00
Special Olympics Zone Assistant Athletic Director					
East Zone	Yes	No	S-35.13	\$405.00	\$810.00
South Zone	Yes	No	S-35.13	\$405.00	\$810.00
West Zone	Yes	No	S-35.13	\$405.00	\$810.00
HIGH SCHOOL - YEAR ROUND					
Assistant Athletic/Activities Director (1)	Yes	No	S-35.75	\$3,159.00	\$3,159.00
Athletic Trainer All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement. TALC Article 10.02(3)(b) does not apply to the Athletic Trainer position.	Yes	No	T-16.03	\$4,009.50	\$4,009.50
Sports Safety Attendant (2)	Yes	No	S-35.74	\$1,500.00	\$1,500.00
Esports Head Coach	Yes	Yes	S-35.82	\$810.00	\$810.00
Esports Assistant Coach	Yes	Yes	S-35.81	\$405.00	\$810.00
Special Olympics Coach	Yes	No	S-35.73	\$405.00	\$810.00
At the conclusion of the regular season, if the season is extended for FHSAA sponsored events, coaches shall be paid \$100 per week for the post-season period.					
HIGH SCHOOL - FALL					
Bowling					
Boys - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
Girls - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
Cheerleading Sponsor (Fall)					
Varsity	Yes	No	S-35.16	\$1,417.50	\$1,417.50
Junior Varsity	Yes	No	S-35.16	\$1,012.50	\$1,012.50
Freshman	Yes	No	S-35.16	\$810.00	\$810.00
Cross Country					
Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50

Football (Fall)						
	Head Athletic Coach	Yes	No	S-35.40	\$3,442.50	\$3,442.50
	Assistant Athletic Coach	Yes	No	S-35.06	\$2,227.50	\$2,227.50
Golf						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
Swimming						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
Volleyball						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
HIGH SCHOOL - WINTER						
Basketball						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,632.50	\$2,632.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,632.50	\$2,632.50
	Boys - Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Cheerleading Sponsor (Winter)						
	Varsity	Yes	No	S-35.16	\$1,417.50	\$1,417.50
	Junior Varsity	Yes	No	S-35.16	\$1,012.50	\$1,012.50
	Freshman	Yes	No	S-35.16	\$810.00	\$810.00
Soccer						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Weightlifting						
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
Wrestling						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Head Athletic Coach (Girls)	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Assistant Athletic Coach (Girls)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
HIGH SCHOOL - SPRING						
Baseball						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Beach Volleyball						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Football (Spring)						
	Head Athletic Coach	Yes	No	S-35.40	\$1,215.00	\$1,215.00
	Assistant Athletic Coach (7)	Yes	No	S-35.06	\$810.00	\$810.00
Flag Football						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Beach Volleyball						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,025.00	\$2,025.00

	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,025.00	\$2,025.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,417.50	\$1,417.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	\$1,417.50	\$1,417.50
Softball						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Tennis						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
Track						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
Unified Spor (Bowling, Basketball, Soccer, Track, Flag Football)						
	Head Athletic Coach	Yes	No	S-35.40	\$640.00	\$640.00
Weightlifting						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
MIDDLE SCHOOL - YEAR ROUND						
Athletic Director						
	District Intramural Athletic Director (1)	Yes	No	S-35.43	\$3,645.00	\$3,645.00
	District Assistant Intramural Athletic Director (1 per zone)	Yes	No	S-35.07	\$607.50	\$607.50
	School Intramural Athletic Director (1)	Yes	No	S-35.43	\$2,227.50	\$2,227.50
	School Assistant Intramural Athletic Director (1)	Yes	No	S-35.07	\$1,215.00	\$1,215.00
	Special Olympics Coach (1)	Yes	No	S-35.73	\$405.00	\$405.00
MIDDLE SCHOOL - FALL						
Basketball						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
Cross-Country						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
MIDDLE SCHOOL - WINTER						
Volleyball						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
Soccer						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
MIDDLE SCHOOL - SPRING						
Golf						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
Tennis						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
Track						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00

Girls – Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
ELEMENTARY SCHOOL					
Special Olympics Coach (1)	Yes	No	S-35.73	\$810.00	\$810.00
"AT LARGE" SUPPLEMENTS*	Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
*Use of "At Large" supplements must be approved by the TALC Labor Management Committee.					
High School (4)	Yes	No	-	\$405.00	\$405.00
Middle School (3)	Yes	No	-	\$405.00	\$405.00
Elementary School (3)	Yes	No	-	\$405.00	\$405.00
Post Secondary (2)	Yes	No	-	\$405.00	\$405.00
ADVANCE DEGREE SUPPLEMENTS*	Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
*In accordance with Florida Statute, an advanced degree must be held in the individual's area of certification in order to be eligible for a supplement.					
Master's Degree	No	No	-	\$2,531.25	\$2,531.25
Specialist Degree	No	No	-	\$4,050.00	\$4,050.00
Doctorate Degree	No	No	-	\$5,062.50	\$5,062.50
**Certificate of Advanced Study or Certificate of Advanced Graduate Study may be eligible for the advanced degree supplement					
Grant funded supplements are only available if funding exists.					