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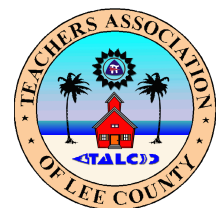
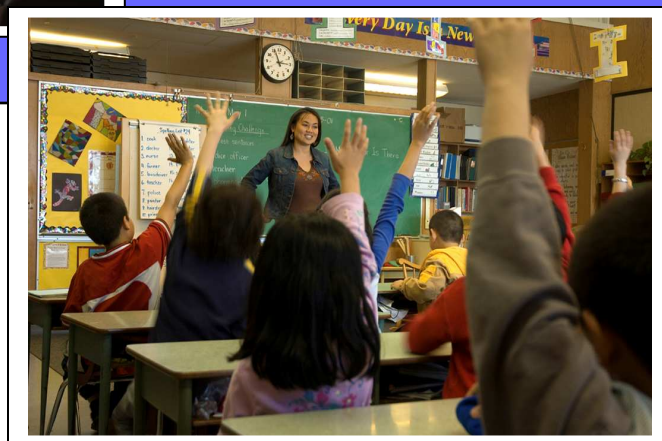
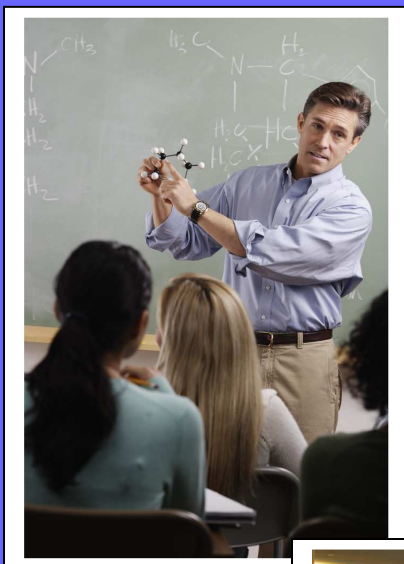
Collective Bargaining Agreement

between

THE LEE COUNTY SCHOOL BOARD

and the

TEACHERS ASSOCIATION OF LEE COUNTY



TEACHERS ASSOCIATION OF LEE COUNTY

2010-2011, 2011-2012 and 2012-13 CONTRACT

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ARTICLE 1

PARTIES TO AGREEMENT

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

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

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

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

1.05 - DEFINITIONS:

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

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

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

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

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

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

- (a) In any school, the immediate supervisor is deemed to be the building principal or acting principal in his/her absence. Teachers shall be notified of the identity of the designee(s).
- (b) In the case of a teacher serving more than one school, the immediate supervisor shall be deemed to be the principal(s) with whom the grievance has been filed.
- (c) In the case of a member of the bargaining unit not assigned to an individual school, the immediate supervisor is deemed to be the coordinator or the director by whom the employee is evaluated.

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

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

Reassignment: A teacher who is moved within a school.

ARTICLE 2

RIGHTS AND PRIVILEGES OF PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14 – COPIES OF AGREEMENT: Within 30 days of approval of the final draft of this Agreement the Board agrees to provide the Association 200 copies of the Agreement for the Association's use.

ARTICLE 3

NEGOTIATION PROCEDURE

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

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

3.03 - SUCCESSOR AGREEMENT: The length of this contract is three (3) years (2010-2011, 2011-2012 and 2012-2013). The parties agree to commence negotiations for a successor agreement no later than March 1, 2013. The parties agree to use the Interest Based process. The Labor/Management Committee shall meet in February 2013 to determine the design, training and schedule for bargaining. Bargaining Unit team members shall receive temporary duty leave as required for these purposes.

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

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

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

ARTICLE 4

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

4.07 - INFORMAL GRIEVANCE PROCEDURE: In the event that a teacher believes that there is a basis for a grievance, he/she shall, within ten (10) working days of the

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

4.08 - FORMAL GRIEVANCE PROCEDURES:

Step I:

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

Step II:

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

Voluntary Mediation: The parties agree to submit, when all parties to the grievance agree, any unresolved issues following Step II to voluntary mediation pursuant to the American Arbitration Association's (AAA) Grievance Mediation Procedures prior to

initiating Step III of the grievance process as set forth below. When the parties submit a grievance to mediation the timelines are waived so long as the agreement to submit the grievance to mediation occurs prior to the timelines spelled out in Step III below. No decisions reached during mediation are binding on the parties unless the agreement is reduced to writing and signed by both parties. In the event that mediation is not successful in resolving the dispute, the matter may proceed to Step III.

Step III:

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

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

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

4.11 - MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

TEACHING CONDITIONS

5.01 - WORK DAY: The basic work day for teachers shall be seven and one-half (7-1/2) hours on all days when students are in attendance. On a pilot basis, for the 2012-2013 school year, teachers will work an additional 30 minutes per week. Teachers will be compensated at their hourly rate for the additional time. A joint TALC/District Committee will develop guidelines for the use of the additional 30 minutes during the 2012-2013 school year. On all professional duty days and inservice days, the basic work day for teachers shall be seven (7) hours. The work day for teachers shall include:

- (a) A lunch time each day equivalent to the student lunch time, but not less than twenty-five (25) minutes. The teacher's lunch period shall be without direct responsibility for students.
- (b) The length of the instructional period each day will be determined by the individual school's master schedule. When a teacher and the District mutually agree that the teacher will teach through the teacher's planning period, the teacher's work day will be extended by an amount equal to the instructional period. The teacher will be compensated at the teacher's regular hourly rate. The District shall advertise such extra time/extra pay opportunities and shall report such arrangements to TALC. Teachers shall have planning/conference time totaling not less than sixty (60) minutes per day or the equivalent on a weekly basis to include a minimum of forty (40) continuous minutes per teacher per day except in those cases as referenced in 5.01(d) and 5.03. Such time shall be used for lesson preparation and for meeting other job description responsibilities; therefore, the scheduling of administratively mandated meetings and other similar functions shall be limited to two per month. A faculty meeting is an example of an administratively mandated meeting. An IEP meeting is a non-example of an administratively mandated meeting. Meetings for the purpose of curriculum planning, with the involvement of administration, are acceptable so long as the number of meetings is reasonable. TALC Labor Management shall review situations where the number of meetings is of concern.

The parties agree that teachers need adequate planning time for the purposes of lesson development, assessment and evaluation of student progress. Prior to the end of the 2011 – 2012 school year, the parties agree to convene a joint committee to discuss and develop guidelines for insuring adequate planning is provided for teachers at all locations in the District. Further, the parties will develop a process for monitoring compliance with planning guidelines by each school as well as a recommended course of action when a school or work site is not in compliance.

In the event a teacher is not provided planning time during the student day the school administrator shall implement a process to provide a break to the

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

- (c) In case where a work site/school is unable to comply with or requests a change in language pertaining to the teacher daily planning time, the work site/school staff will develop a plan to insure teachers receive the three hundred (300) minute weekly minimum based on a regular five day work week. This plan must be submitted as a waiver and reviewed and approved by the waiver review committee per Article 16.06.
- (d) Fulfillment of performance responsibilities as defined by the Board's job description for teachers shall be made available upon request to the individual supervisor.
- (e) The Board and the Association recognize that schools provide many learning activities other than in individual classrooms. Such activities as state or district testing programs, field days, field trips, theme days, or other similar activities are included within this provision. When participation in such activities is found to be necessary and will have the affect of temporarily changing a teacher's schedule, if volunteers are not available, assignments shall be on a rotating basis in a manner to ensure an equitable distribution of additional responsibilities.
- (f) The parties agree that teachers are professionals and have responsibilities, which may require the teacher's attendance and/or participation beyond the normal work day. Prior to the beginning of each semester, a school calendar will be jointly developed by school administrators and teacher representatives to include but not limited to the TALC representative. Activities such as faculty meetings or other official school-related events are examples of such responsibilities. When attendance at such meetings or activities is required, the principal will notify in writing the affected teachers of the schedule and any alterations necessary to the teacher's work schedule. Every reasonable effort will be made by school administrators to minimize required attendance by teachers beyond the regular work day. Parent/teacher conferences scheduled outside of the regular work day shall be scheduled with the teacher.
- (g) Each building principal shall determine the arrival and leaving time of teachers assigned to each school. Teachers shall indicate their presence for duty upon arrival each day by personally signing the school's teacher duty roster and may leave their school or other scheduled duty area during the work day only with the approval of their principal or other immediate supervisor. If volunteers are not available, when teacher participation in extracurricular activities is required and there is no supplement assigned to that activity, assignments will be made on a rotating basis in a manner to ensure equitable distribution of additional

responsibilities. Upon approval by the principal, teachers may be given access to the building to voluntarily perform job-related duties.

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

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

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

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

5.04 - PHYSICAL FACILITIES: 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) teaching room/station for each teacher commensurate with the design capacity of the school;
- (b) teacher dining area;
- (c) teacher preparation/rest areas and furnishings;
- (d) adult rest room facilities;
- (e) conference rooms;
- (f) climate control;
- (g) designated employee parking area;
- (h) instructional equipment;
- (i) chalk boards and tack board areas;
- (j) building and grounds safety and security provisions;

- (k) custodial and maintenance provisions;
- (l) acoustical control.

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

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

5.043 - REPORTING OF UNSAFE CONDITIONS: An employee who becomes aware of an unsafe working condition shall immediately report the situation to his/her supervisor. A safety 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 he/she deems appropriate with consultation and notice given to the department responsible for Safety. If the employee believes that the condition has not been corrected, he/she may report it to the Safety Committee in writing on the Safety Deficiency Form. All hard copies of the Safety Deficiency Form shall be directed to the department responsible for Safety.

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

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

5.06 - GRADE-LEVEL AND DEPARTMENT CHAIRPERSON: Each opening for the position of grade level, department chairpersons or team leader shall be announced prior to filling the position. Teachers within the department, team or grade level shall make recommendations to the principal on persons to serve as grade level, department chairpersons or team leader. First consideration shall be given to persons who are recommended by their department, grade level or team. The principal shall make the

final determination in filling such vacancies and shall notify all applicants of his/her decision prior to the end of the student school year. No department head, grade level chairperson or team leader shall be required to evaluate, in writing, other bargaining unit personnel.

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

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

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

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

ARTICLE 6

TEACHER AUTHORITY AND PROTECTION

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

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

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

- (a) Time for appearance before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.
- (b) Where a teacher is found guilty of a criminal charge related to the incident by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the teacher.
- (c) In the case of injury occurring under such circumstances, the teacher shall provide a written statement from a licensed medical physician regarding the extent and nature of injuries sustained. A teacher shall be entitled to Illness or Injury In-Line-Of-Duty Leave as provided by 1012.63, F.S., and Provision 11.0202 of this Agreement. After ten (10) work days, the teacher shall receive the salary difference between Workers' Compensation and regular salary under emergency sick leave status, for such term and under such conditions as the Board shall deem appropriate after medical consultation.

6.022 - Should a complaint be made by a parent/guardian, student or other individual which may result in disciplinary action against a teacher, the teacher shall be notified of the complaint in writing, and given an opportunity to be heard by an appropriate administrator prior to the taking of such action. Such notice shall include a copy of any

written complaint(s) and/or the summary of incidents surrounding the complaint including the name of the person or persons making the complaint and the nature of the complaint. During this period, there shall be no record of said complaint placed in the teacher's personnel file. Prior notice is waived where evidence available to the Superintendent indicates that the presence of the teacher may be detrimental to the well-being of students or the learning process. Upon request to the principal or other immediate supervisor, a teacher shall have the right of representation during investigatory meetings, conferences, and/or interviews which may lead to disciplinary action. Nothing herein is intended to preclude the administrator's right to conduct a thorough and impartial investigation.

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

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

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

- (a) Loss or damage to items of clothing and related personal property worn or carried about the person which is damaged or destroyed as a result of an assault.
- (b) Loss or damage of personal property as a result of negligence by the building administrator or his/her designee as determined by the appropriate administrator of the Property/Casualty Loss Program within the guidelines of the current Property/Casualty liability guidelines. The total liability of the Board under this section, per teacher occurrence, shall not exceed six hundred dollars (\$600) less any amount reimbursed by insurance. A proof of loss statement, including verified replacement value, shall be provided by the teacher.

ARTICLE 7

NONDISCRIMINATION

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

ARTICLE 8

SENIORITY

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

Teachers lose their seniority as a result of the following:

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

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

ARTICLE 9

GENERAL EMPLOYMENT PRACTICES

9.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:

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

9.02 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:

- (a) Transfers shall be made on a voluntary basis, whenever possible; however, correct and proper operation of the School District may require that involuntary transfers be made.
- (b) Teacher qualification requirements as defined by state and federal law shall be considered in all involuntary transfer decisions. No involuntary transfer that would result in a violation of state or federal law will be approved.
- (c) Involuntary transfers may be made in the event of a school closing, reconstituted schools, state mandated restructuring, new schools, or magnet schools.

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

9.03 - EXCEPTIONS TO THE INVOLUNTARY TRANSFER PROVISION: The Provisions in 9.02 and 9.05 shall be implemented as described herein unless an instructional or student need is identified. The Superintendent (and only the Superintendent) shall determine if a decision contrary to these provisions is in the best interest of the District. If a Reduction In Force occurs, the TALC President will review

exceptions to Provisions 9.02 and 9.05 with the Superintendent prior to this determination. A copy of the Principal's or Supervisor's recommendation to the Superintendent for exemptions from Provisions 9.02 and 9.05 shall be provided to any affected teachers and the Association at the time the recommendation is submitted to the Superintendent. The Superintendent shall notify all teachers affected by the determination in writing in accordance with the Instructional Staffing Calendar and Guidelines. The District will make a good faith effort to place a Professional Service Contract or Continuing Contract teacher who has been impacted by an exception to the involuntary transfer provision.

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

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

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

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

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

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

- (a) Employees holding temporary and/or provisional certification will be the first reduced.
- (b) Annual contract employees who hold a professional teaching certificate will be the next reduced.
- (c) Continuing/professional service contract employees will be the last reduced.
- (d) With each of items sub a-c, reduction shall be made such that persons in those areas having the least seniority will be the first released. Further reductions at each level shall be in ascending order of seniority.

- (e) Any employee whose job is to be eliminated by a countywide reduction in force shall be notified of such by certified mail.
- (f) Before any reduction in force takes place, the Association shall be provided with a district-wide seniority list of all employees and the notification, the areas of certification, levels, work sites, and positions to be reduced.
- (g) Once a reduction in force has taken place on a countywide basis, the appropriate reorganization of all available positions within all work sites shall be implemented according to any appropriate provisions in this Agreement and School Board policy. In every case where reorganization must take place, current employees shall be given the opportunity to volunteer to transfer prior to any involuntary transfer taking place.

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

9.05 - RECALL FOLLOWING REDUCTION IN FORCE:

- (a) Employees in layoff status will retain recall rights for the length of their seniority not to exceed two (2) years and shall have preference to work over new hires. It is understood that seniority rights do not exceed the individual's length of service to the District while under annual or continuing/professional service contracts.
- (b) Continuing/Professional Service Contract teachers with the greatest seniority shall be recalled first provided they are certified to fill the vacant position. Thereafter, annual contract teachers shall be recalled.
- (c) Notification of recall will be made by certified mail to the last address in the employee's records.
- (d) If a teacher fails to accept an offer of reemployment within ten (10) working days from receipt of notification, it shall constitute a resignation.
- (e) A laid-off employee, when offered recall, who is temporarily unable to return due to medical reasons certified by a licensed medical provider, may request an extension of recall.

9.06 - TENTATIVE ASSIGNMENTS AND CHANGES IN TENTATIVE ASSIGNMENTS: Each teacher shall be given a tentative teaching assignment in writing for the next school year prior to the last day of duty for the current year. This shall consist of the school and grade level for elementary; school, grade level and department for middle school; and school and department for high school to which the teacher is assigned. Every effort will be made to include course code number(s) and course title(s) for middle and high school teachers. In any event, middle and high school teachers will

be notified in writing as soon as possible and not later than August 1 of their assignment by course number(s) and course title(s). Any teacher who desires a change in grade level and/or subject assignment shall file a written statement of this desire with the principal. No changes in the tentative assignment shall be made without attempts to arrange a prior conference with the teacher to provide rationale for the change and to address concerns of the teacher regarding the change. If a conference is not possible, the rationale for the change shall be submitted in writing to the teacher as soon as practicable prior to implementation of the change.

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

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

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

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

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

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

- (a) A listing of anticipated openings with instructions for submitting applications for such openings, including any pertinent information regarding the positions, shall be posted at each school site at which openings are expected to occur unless all teachers at a particular school have already been assigned to work beyond the normal 196 day work year and/or the normal 7-1/2 hour work day.
- (b) Any position which is not filled by a teacher at the school having the openings shall be advertised in the District newsletter along with any pertinent information regarding the position(s).
- (c) Teachers submitting applications will be notified of the disposition of the teacher's application as soon as the final determination is made as to assignments and/or selection.
- (d) Teachers selected for Supplemental Academic and/or Credit Course Assignments shall be paid at the teacher's hourly rate as reflected on the then current salary schedule.
- (e) Teachers selected for non-fee based Supplemental Non-Academic assignments shall be paid at the rate of \$20 per hour.
- (f) The principal advertising the position shall determine whether or not the program or activity is academic or non-academic, and shall make such determination within the following guidelines:
 - 1) Non-fee-based supplemental programs or activities are considered academic in nature when the program or activity is directly in support of the goals of adopted School Improvement Plan; directly related to assisting students enrolled in credit courses within or outside of the school day; intended to demonstrate improvement towards student mastery of those Sunshine State Standards measured on the Florida Comprehensive Assessment Test; or specifically required by individual education plans or academic improvement plans.
 - 2) All other non-fee-based supplemental programs or activities not specified in Provision 9.073 or (see Appendix) of this agreement are considered non-academic in nature.
- (g) Teachers assigned to non-fee based supplemental academic, non-academic, and/or credit course assignments may continue in those positions through the end of the school year or until the advertised end of the position assignment, so long as performance is satisfactory. In the event that a program ends prior to the end of the school year teachers may be assigned to another program only if a vacancy exists.

9.0721 – SUMMER SCHOOL/EXTENDED SCHOOL YEAR:

- (a) Applicants must complete an online instructional or support application to be considered for extended school year (ESY)/summer school employment.

- (b) Applicants shall indicate extended school year/summer school site preference in the “employment preferences” section of the online application. Applicants may indicate multiple site preferences or choose an option for any site preference.
- (c) Applicants must comply with District certification requirements in the assigned subject area. A list of qualified applicants for each location and job will be accessible via PeopleSoft Talent Acquisition Management. Each job will be assigned a job opening ID Number.
- (d) Filling positions for extended school year/summer school must be in accordance with provision 9.076. When filling positions the following guidelines are also recommended:
 - 1) Any continuing contract/professional service contract teacher holding the appropriate certification shall be given first consideration. The official certification and contract status for each teacher will be found on the district-wide seniority list.
 - 2) After considering contract status, staff normally assigned from the extended school year/summer school center or a feeder school for that extended school year/summer school site shall be given priority due to familiarity with the student population.
 - 3) Seniority.
- (e) Summer School and Extended Year is a continuation of the previous year, therefore, Summer School and Extended Year staff will be paid the same pay step they earned during the preceding school year.
- (f) Teachers must have ESOL endorsement, ESOL K-12 certification or Board approval to teach ESOL out-of-field if they are the primary deliverer of language arts instruction to LEP students.
- (g) Middle school teachers are selected by middle school principals. Principals will work together to staff summer sites.

9.073 – SUPPLEMENTAL POSITIONS: Those supplemental positions designated on the salary schedule as countywide shall be advertised in the Employment Opportunities no later than May 15 of each school year. The deadline for applications shall be ten (10) working days after the date of publication. Any athletic position listed on the salary schedule supplement which cannot be filled by a faculty member of the team’s school shall be advertised in the District newsletter. The deadline for applications shall be ten (10) working days after the date of publication. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year until all positions have been filled. Supplements will not be paid until ratification of the contract covering the school year during which the supplement is provided, or September 30, whichever is earlier, with the exception of the following supplements: school counselor,

agriculture teacher, school social worker, exceptional student education teacher, speech-language pathologist, detention center teacher, school psychologist, ROTC, curriculum/technology specialist (elementary), teacher on special assignment, environmental education center resources teacher and those supplements defined in 9.074.

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

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

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

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

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

Once employed, physical examinations may be required only when the employee's behavior gives reason to suspect that a medical or psychiatric condition may impair the employee's ability to perform his/her duties, or when the employee has been injured or ill and an examination is needed in order to determine whether an employee can return to

work safely or to determine whether the employee has a disability for which a reasonable accommodation can be made.

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

9.10 – ALTERNATE DUTY TRAINING

- (a) Employees will be placed in an Alternate Duty training position based upon their physical abilities (as determined by their treating workers' compensation physician) and their vocational aptitudes (as determined by vocational testing, educational certifications, etc.).
- (b) The total maximum time an employee may remain in an Alternate Duty "training status" is one year. The maximum time may be extended to two years under extenuating circumstances. (Example: illness, language barrier, etc.)
- (c) Employees will be deemed "trained" when they have successfully acquired the minimum skills necessary to qualify for the position for which they are training, as acknowledged by their supervisor and Insurance & Benefits.
- (d) Employees who fail to achieve "trained" status within one year (or two years for employees with extenuating circumstances) will lose their employment with the District.
- (e) Employees who are unsuccessful in their initial training position, may make one change of training assignment within the one-year period (two-year period for employees with extenuating circumstances); however, a change of training position will not extend their training timeline.
- (f) Once employees are deemed "trained" by Insurance & Benefits Management, they are required to apply for all positions, for which they have received training, within a reasonable commute.

- (g) For employees who are unsuccessful in finding a regular position within 60 working days of achieving “trained” status, Personnel Services will begin procedures to place those employees in regular positions.
- (h) If an employee refuses to be tested for Alternate Duty placement or to participate in his/her assigned Alternate Duty training program, this shall be deemed voluntary resignation of employment.
- (i) Employees who worked less than a 12-month schedule at the time of their work-related accident will not be guaranteed summer employment while participating in the Alternate Duty Program.
- (j) The provisions of this section also apply to employees currently enrolled in the Alternate Duty Program at the date of this Agreement.
- (k) The provisions of this section apply to all Alternate Duty employees.

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

ARTICLE 10

TEACHER EVALUATION

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

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

10.012 - Each Probationary Contract and Annual Contract teacher shall be the subject of a formal observation by an appropriate administrator at least two (2) times each school year. The first formal observation shall be completed by the first work day of December. At least one formal observation of each classroom teacher is to be conducted by the principal or assistant principal. Each teacher shall complete, with the appropriate administrator, a Professional Development Plan (PDP) utilizing the form found on the District's Web site (www.leeschools.net). Employees who hold a Continuing or Professional Service Contract may be observed by an appropriate administrator as part of the Professional Development Plan (PDP). Procedures for completing the PDP and the Final Teacher Evaluation are outlined in the Board approved District Performance Evaluation Development System. Each administrator responsible for the evaluation of teachers shall be trained in the Teacher Evaluation process prior to any observation or the completion of any PDP. Other members of the instructional unit, including but not limited to guidance counselors, media specialists, school social workers, school psychologists, Prep/Curriculum specialists, and teachers-on-assignment, will be evaluated by an appropriate administrator.

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

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

10.015 - Each teacher's Final Performance Evaluation form shall be discussed with him/her by the administrator responsible for preparing the report. Any documentation

related to a teacher's Final Performance Evaluation shall be given to the teacher within ten (10) days of the observation or incident giving rise to the documentation. All documentation used to support the Final Performance Evaluation shall be given to the teacher following the administrator's completion of the Final Performance Evaluation.

10.016 - After discussion of the Final Performance Evaluation, the teacher shall acknowledge the report.

10.017 - If a teacher disagrees with the Final Performance Evaluation, he/she may provide written comments which shall, become part of the Board's file copy of his/her evaluation report.

10.018 - All probationary and annual contract teachers shall be notified of their reappointment recommendation by the principal/supervisor by May 10.

10.019 - The date for completion of the teacher's Final Performance Evaluation shall be May 10. These evaluations may be performed earlier when notice of dismissal or non-renewal is given.

10.020 - Comments relating to the observation or evaluation of a teacher's performance of duties and responsibilities shall be made in private.

10.021 - For the purpose of this evaluation procedure, the Board's evaluation document shall include the assessment criteria in F.S. 1012.34(2).

10.022 - COLLEGIAL COACH: Upon receipt of written notice of unsatisfactory evaluation from the Superintendent during the school year, a continuing contract/professional services contract teacher may select a collegial coach for the purpose of providing professional support and feedback. The individual designated as the collegial coach shall be decided upon mutual agreement between the principal, teacher and collegial coach. The collegial coach will not participate in the formal evaluation of the teacher. The teacher may request an opportunity to be considered for a transfer to another school upon written request to the Superintendent.

10.023 - Each teacher shall have the right to review the contents of his/her personnel file. Each teacher has the right to have another person accompany him/her in the review of his/her personnel file, if he/she so chooses. Such review shall be made in the presence of the person responsible for the safekeeping of the personnel files of the Board.

10.024 - Upon request from a teacher, the Board will provide, within five (5) working days, a copy of such contents and records of the teacher's personnel file as is requested in writing by the teacher. The cost of preparation and duplication of such records shall be at the teacher's expense.

10.025 - A teacher shall have the right to comment, in writing, concerning any materials in his/her personnel record.

10.026 - Teacher personnel files shall be maintained according to F.S. 1012.31.

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

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

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

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

ARTICLE 11

PROVISIONS FOR LEAVES

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

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

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

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

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

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

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

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

11.02 - TYPES OF LEAVE:

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

- (a) **Claims:** Sick leave claims may be submitted by the teacher for his/her own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household.
- (b) **Record of Accrued Sick Leave:** The Board shall provide all employees with a cumulative record of accrued sick leave hours on each pay statement.
- (c) **Use of Sick Leave in Summer School:** Regular employees who are employed for the exclusive purpose of working during the summer school session, shall earn one day (actual number of hours worked per day in summer session) of sick leave for each three (3)-week term employed during summer school if such employment meets the requirements of law for earning sick leave. However, no more than two (2) days' sick leave with pay may be used during summer school in any one summer.

- (d) **Application for Sick Leave:** Teachers shall notify the appropriate administrator, with as much advance notice as possible, when the use of sick leave is necessary. A claim for sick leave on the proper form shall be signed by the teacher and filed with the principal or other immediate supervisor by the end of the fifth working day following the employee's return to work.
- (e) **Conditions for Sick Leave:**
- 1) Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2) day shall be defined as one-half the number of hours defined as the teacher's regular work day.
 - 2) Any teacher who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall clearly state that the leave is without compensation.
 - 3) In the case where sick leave abuse is suspected, the Superintendent may require a doctor's statement of verification of illness. A verification of claim may be initiated by the principal or supervisor.
 - 4) A false claim for sick leave shall be deemed cause for employee discipline up to and including discharge. Where there is any doubt as to the validity of a sick leave claim, the Superintendent may require the employee to file supporting evidence where personal illness is not involved.
 - 5) An application for sick leave due to an extended illness (not fewer than twenty (20) days) shall have attached to it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and needed leave.
 - 6) If leave is granted for an extended illness, teachers must notify their principal or supervisor (in writing) no later than the work day before the last day of the leave of their intent to:
 - a) Return to work
 - b) File a request to extend their leave, or
 - c) Resign.
- (f) **Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick leave credit from other Florida school districts with the restriction that at least one-half (1/2) of the valid accrued leave shall be established in The School District of Lee County, Florida.
- (g) **Reinstating Accrued Sick Leave:** When a teacher of the Lee County School District interrupts service through termination and subsequently returns to employment in the District without having used his/her Lee County accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service.
- (h) **Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall become invalid.

11.0202 - Illness or Injury In-Line-Of-Duty Leave: Any full-time regular employee shall be entitled to illness- or injury-in-line-of-duty leave with pay, less any Workers'

Compensation payments, for a period not to exceed ten (10) work days per fiscal year regardless of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that illness or injury continues or recurs from one fiscal year to succeeding fiscal years, except as provided in this Agreement, when he/she has to be absent from work because of personal injury received in the discharge of his/her duties. Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases such as, but not limited to, mumps, measles and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is non-accumulative. In addition to the conditions listed below, for both illness- and injury-in-line-of-duty, the Board reserves the right to request a second concurring medical opinion from a physician designated by the Board. Any additional expense incurred as a result of this requirement will be paid by the Board.

- (a) In order to be considered for injury-in-line-of-duty leave, the following conditions must be met:
 - 1) The teacher must provide written testimony, in addition to his/her testimony, that his/her injury was received in the line of duty.
 - 2) The teacher must file a written claim as outlined below, in addition to the injury report claim.
 - 3) The teacher must utilize the medical provider selected by the employer. The teacher may make a written request to change the medical provider after initial consultation.

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

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

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

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

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

- a) Up to five (5) days personal leave with pay may be allowed but deducted from accumulated sick leave for each teacher during each fiscal year. Any employee desiring personal leave shall make written application for same on the standard leave form provided by the Board at least five (5) days in advance when feasible and not fewer than 24 hours in advance except in cases of emergency. If the reason for absence is an emergency and prior written request is not possible, the teacher will notify the principal or immediate supervisor as soon as possible prior to the absence.
- b) The use of personal leave charged to sick leave shall be subject to the following conditions:
 - 1) Personal leave may not be cumulative.
 - 2) Personal leave is subject to approval and may not be approved if the Superintendent determines that the granting of this leave will create a disruption of the instructional setting or of the normal work setting.
 - 3) Personal leave charged to sick leave may only be used in increments of a minimum of one-half (1/2) of the teacher's regular work day.
- c) The following procedure will be used when a teacher requests personal leave charged to sick leave:
 - 1) Under no circumstances will teachers be required to provide the supervisor with the reason for the personal leave request.
 - 2) If the supervisor feels that approval of this request will in any way disrupt the instructional setting or work setting, the teacher will be given two options:
 - (a) accept disapproval of the personal leave request, or
 - (b) provide the supervisor verbally with a reason for the request so that the supervisor may try to accommodate the needs of the teacher when the request, based on the reasons given, is a situation that cannot be controlled by the employee or postponed to another time. (Some examples of this would be: family weddings, court appearances, etc.) The reported reason will not be recorded on the leave request form and will be held in confidence.
 - (c) When a situation arises that necessitates disapproval of requests for personal leave, the principal or supervisor will give consideration to those requests in the order in which they are received as determined by the filing date of the requests.

(3) **Personal Leave (Without Pay):** Personal leave without pay will not be approved except in those instances where the teacher has no appropriate paid

leave available. It is understood that a teacher's willingness to undertake leave without pay does not impose a requirement on the principal or the supervisor to approve the request for leave. The request is subject to approval or disapproval by the Superintendent based on the extent to which the teacher's absence will impact the instructional setting or the work setting.

- a) **Extended Personal Leave Without Pay:** Personal leave without pay not to exceed thirty (30) days may be granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to approval by the Board.
- b) **Personal Leave Without Pay for Adoption of a Child:** A teacher adopting a child may request personal leave without pay to become effective at any time during the first year after receiving defacto custody of a child, or prior to receiving such custody if necessary, and only to the extent required, to fulfill the requirements for adoption. The conditions and procedures for adoption leave shall be outlined under the applicable section of maternity leave in this article. Only one adoption leave per household will be granted at any given time.
- c) **Personal Leave Without Pay for Paternity Leave:** Teachers may be eligible to apply for paternity leave pursuant to law, subject to the applicable conditions as outlined in the section on maternity leave in this article, except that only one leave of either type will be approved per household at any given time. In addition, paternity leave will only be granted for a period of time following the birth of the child.
- d) **Notice of Return from Extended Leave of 30 days or less:** Employees on approved leave of 30 days or less must notify their principal or supervisor in writing no later than the work day prior to the last day of the extended leave of their intent to:
 - 1) return to work,
 - 2) file a request to extend the leave or
 - 3) resign
- e) **Notice of Return from Board Approved Extended Leave Without Pay:** Employees on Board approved leave without pay of more than 30 days must notify their principal or supervisor in writing no later than twenty (20) work days prior to the last day of the extended leave of their intent to:
 - 1) return to work,
 - 2) file a request to extend the leave, or
 - 3) resign
- f) **Job Restoration:** Upon return from an extended leave, an employee shall be restored to the same or an equivalent position. An equivalent position must be at the same pay, benefits, and working conditions, include the same privileges, prerequisites and status, and involve the same or substantially similar duties and responsibilities. The equivalent position must be located at the same or geographically proximate work site unless the employee's request for transfer has been accepted.

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

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

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

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

11.0208 – EXTENDED PROFESSIONAL LEAVE:

- (a) By December 1 each school year, the Superintendent will publish a list of certification areas in which a shortage of employees exist. Priority will be given to employees who apply for study in these areas.
- (b) Applications will be screened by a committee of six (6) members. Three (3) members of the committee will be appointed by the President of TALC and three (3) members will be appointed by the Superintendent.
- (c) An applicant must agree to pursue a plan approved by the committee which leads to certification in a shortage area identified by the Superintendent unless otherwise approved.
- (d) The applicant must provide a written recommendation from his supervisor.
- (e) The applicant must possess a valid Florida teaching certificate and must have been continuously employed in the District for five (5) years. Military leave, extended illness, or maternity leave shall not be considered an interruption of service.
- (f) An application for leave shall be submitted to the Superintendent not later than January 15 preceding the school year for which the leave is requested. If the committee requests clarification of an application, the committee will inform the applicant of the time limit for supplying the information.
- (g) The Superintendent will give written notice by April 10 of the disposition of each leave request.
- (h) An employee granted a leave shall notify the Superintendent in writing of his/her acceptance not later than fifteen (15) days after the applicant has received notice of approval for leave.
- (i) Employees granted extended professional leave shall receive fifty (50%) percent of their base salary while on said leave.
- (j) Employees who are granted this leave shall agree in writing to return to employment in the District for three (3) years after returning from said leave.
- (k) In the event the employee should not return to the District for the three (3) years, he/she shall reimburse the Board for salary as follows:
 - (1) zero (0) years of return service the full amount of the leave pay,
 - (2) one (1) year of return service--two-thirds (2/3) of the amount of the leave pay,
 - (3) two (2) years of return service--one-third (1/3) of the amount of the leave pay.

- (l) During the period of said leave, the employee shall be entitled to all benefits that are provided by contract, policy or law, including retirement, seniority, insurance and sick leave.
- (m) Approval of extended professional leave is a discretionary decision of the Board and is not subject to the grievance procedure.

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

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

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

- (a) **Employee Eligibility:** Any employee who has worked for the Lee County School District for at least twelve (12) months and for at least 724 hours during the year preceding the start of the leave is eligible.
- (b) **Reasons for Leave:** Eligible employees shall be granted FMLA leave: 1) to care for the employee's child after birth, or following placement for adoption or foster care; 2) to care for the employee's spouse, son or daughter or parent, who has a serious health condition; or 3) because of a serious health condition that makes the employee unable to perform the functions of the employee's job; (4) to use for any qualifying exigency arising out of the fact that a covered military member (member of the National Guard and Reserves) is on active duty or called to active duty status in support of a contingency operation. A qualifying

exigency is defined as follows: a. Short-notice deployment; b. Military events and related activities; c. Childcare and school activities; d. Financial and legal arrangements; e. Counseling; f. Rest and recuperation; g. Post-deployment activities; h. Additional activities not encompassed in the other categories, but agreed to by the Board and employee; or (5) to care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty. Such eligible employees shall be permitted to take up to 26 work weeks of leave in a 12-month period.

- (c) **Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12) work weeks of FMLA leave in a 12-month period, to be measured backwards from the commencement date the employee uses FMLA leave. An eligible employee taking leave under paragraph b.(5) shall be permitted to take up to 26 work weeks of leave in a 12-month period.
- (d) **Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken intermittently whenever it is medically necessary to take care of a seriously ill spouse, child or parent of the employee, or because of the employee's own serious health condition making the employee unable to work. Intermittent leave may be taken in increments of one or more days or partial days. Certification of the need for intermittent leave, and the leave schedule, shall be provided by the health care provider. Employees needing intermittent FMLA leave must attempt to schedule their leave so as to minimize disruption to the District's operations. The District may assign an employee to an alternative position on a temporary basis with equivalent pay and benefits that better accommodates the employee's intermittent leave schedule. Intermittent FMLA leave must be requested by the employee in writing at least thirty (30) days in advance, or as soon as is practicable.
- (e) **Maintenance of Group Medical Insurance:** The Board shall maintain an employee's medical insurance coverage during FMLA leave to the same extent coverage was provided to the employee prior to taking FMLA leave, for a period not to exceed twelve (12) weeks during the applicable twelve (12) month period and for 26 weeks during the applicable twelve (12) month period if eligible for leave under paragraph b.(5) of this provision. Medical insurance premiums which had been paid by the employee prior to FMLA leave for any dependent coverage must continue to be paid by the employee during the FMLA leave period. If such payments are not made by the employee, the dependent's insurance coverage will lapse and no benefits will be paid for claims incurred while the policy has lapsed. When the employee is reinstated, and payroll deduction of dependent's premiums resumes, the dependent's insurance will be reinstated with the same coverage as prior to the lapse.
- (f) **Notice:** Employees must request FMLA leave in writing, directed to the Personnel Department, at least thirty (30) calendar days in advance, or as early as is practicable. The time for the start of the leave may be delayed for up to thirty (30) days for failure to provide timely notice. An employee needing

FMLA leave must follow the work site's usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

- (g) **Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the same or an equivalent position. An equivalent position must be at the same pay, benefits, and working conditions, include the same privileges, prerequisites and status, and involve the same or substantially similar duties and responsibilities. The equivalent position must be located at the same or geographically proximate work site unless the employee's request for transfer has been accepted.
- (h) **Failure to Return:** At the start of any FMLA leave, the employee must state whether he/she intends to return at the end of the leave. If the employee does not intend to return, the employee will be deemed to have resigned voluntarily, and no FMLA benefits will be provided. If the employee states that he/she intends to return, and then fails to return, for reasons other than 1) the continuation of a serious health condition of the employee or a covered family member or 2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the employee must promptly reimburse the Board for the cost of insurance provided by the Board during the leave. If the employee fails to do so, the Board may take action to recover the premiums paid.
- (i) **Application of Paid Leave:** Employees are required to use paid accrued sick leave before any FMLA leave is taken as a result of a serious health condition. Employees are required to use any paid accrued vacation before any FMLA leave is taken. Any such paid accrued leave taken will be counted toward the allowable twelve (12) weeks of FMLA leave.
- (j) **Medical Certification:** Employees requesting FMLA leave due to a serious health condition of the employee, or of the employee's spouse, child or parent, are required to submit a certification from a health care provider, verifying that the leave is medically necessary. If the Board deems a medical certification incomplete or insufficient, the Board must specify in writing what information is lacking, and give the employee 14 calendar days to cure the deficiency. Form WH-380 shall be used. The Board may require an employee to obtain a second medical certification, at the Board's expense. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the Board may require a third medical certification, again at the Board's expense, from a health care provider selected by the employee from a mutually agreed upon list maintained by the Director of Insurance and Benefits Management. The third opinion shall be final and binding. In all cases the Board may request a recertification of an on-going condition every six months in conjunction with an absence.
- (k) **Fitness-for-Duty Certification:** As a condition of restoration of an employee who has taken FMLA leave due to the employee's serious health condition, the

employee is required to provide certification from the employee's health care provider that the employee is able to resume work, i.e. is fit for duty and has the ability to perform the essential functions of the employee's job. If an employee is taking intermittent leave and reasonable job safety concerns exist, the Board may require a fitness for duty certification before the employee may return to work.

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

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

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

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

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

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

- (e) during and after the thirteenth (13th) year of service in the District, one hundred (100) percent of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay

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

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

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

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

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

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

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

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

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

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

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

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

11.044 – ADMINISTRATION:

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

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

- (a) In the event of a continuing or catastrophic illness of a participating teacher, causing the teacher to be absent from work for an extended period of time, the teacher may receive paid leave as follows:
 - 1) All accumulated sick leave and all other forms of paid leave available to the teacher must first be expended, followed by an unpaid leave of ten (10) continuous work days.
 - 2) Application must be made to the SLB, submitting medical certification and justification of the number of days required for the leave.
 - 3) A maximum of one hundred (100) continuous paid work days may be received by a teacher in a school year or a total of one hundred (100) days for any one illness or disability. Having used one hundred (100) days for any one illness or disability and having returned to work, the teacher shall again become eligible to draw days for the same illness or disability after a

three (3) year waiting period which shall begin with the date of returning to work.

- (b) In the event of a continuing or second catastrophic illness of a participating employee which occurs within one calendar year of the date the employee returned to work after utilizing the Sick Leave Bank and the employee is approved for sick leave benefits, the ten (10) days of unpaid leave shall be waived.
- (c) Questions raised by the Personnel Department concerning the eligibility of an employee to receive benefits will be reviewed by the Overview Committee which will make the final determination as to eligibility for benefits. In cases denied, the Overview Committee shall provide, in writing, reason(s) for such denial. The applicant may appeal his/her request to the committee for reconsideration within ten (10) days from receipt of denial. The Overview Committee's determination is not subject to the grievance procedure and arbitration.

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

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

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

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

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

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

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

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

- (g) Unearned, advanced sick leave hours are not eligible for transfer.
- (h) The recipient will not accrue leave while using the sick leave donated by the spouse, child, parent, or sibling.
- (i) The Payroll Department will retain on file, a copy of the returned letters including the explanation denying the requested transfer.
- (j) The maximum number of shared sick leave hours to be transferred at one time will be calculated as follows: 20 days X number of recipient work hours per day.
- (k) Any unused donated sick leave shall revert to the donor employee upon the recipient employee's return to work or termination of employment.
- (l) If a donor employee retires or terminates, any unused shared sick leave of the recipient will revert back to the donor employee as of the last date of employment.
- (m) Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

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

ARTICLE 12

PERSONAL AND ACADEMIC FREEDOM

12.01 - PERSONAL: Each teacher's citizenship right to exercise or support his/her political preference on his/her own time and away from school premises shall not be impeded providing such activities do not violate any local, state or federal ordinance or law.

12.02 - ACADEMIC: It is the intent of the Board that teachers shall have academic freedom within the outlines of course content and the curriculum adopted by the Board.

ARTICLE 13

WORK YEAR

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

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

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

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

(A) School Counselor - Adult Education	201
School Counselor - Middle School	
School Counselor - High School	
Teacher - High School - Industrial Cooperative Education	
Teacher-On-Assignment	
(B) School Counselor - High School	206
Teacher-On-Assignment	
(C) School Social Worker - Student Welfare And Attendance (1)	216
Teacher – High-Tech Centers – Cosmetology and Health Occupations	
Teacher-On-Assignment	
Teacher-JROTC	
School Psychologist	
Master Teacher for Curriculum	
(D) School Counselor - High-Tech Centers	226
Technology Specialists	
Teacher – High-Tech Centers – Health Occupations	
Teacher-On-Assignment	
Master Teacher for Curriculum	
(E) Teacher – High-Tech Centers – Health Occupations	255
Teacher-On-Assignment	
Department of Juvenile Justice (DJJ) Teacher	
School Psychologist	
Financial Aid Advisor – High-Tech Centers	
(F) District Athletic Trainer	196
Master Teacher for Curriculum	

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

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

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

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

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

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

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

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

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

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

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

- (a) A member of the unit who is employed on a twelve (12) month basis shall be allowed paid vacation leave, exclusive of holidays, as follows:
 - 1) An employee with less than five (5) years of continuous service shall accrue one day per month (Twelve (12) days per year).
 - 2) An employee with five (5) years or more of continuous service shall accrue one and one quarter days per month (fifteen (15) days per year).
 - 3) An employee with ten (10) years or more of continuous service shall accrue one and one half days per month (eighteen (18) days per year).
 - 4) During days when regular 196 day certified employees are not scheduled to work (non-duty days) twelve (12) month employees may take vacation time without restriction on the number of employees on vacation at any given time.
- (b) Vacation will not be granted until it is earned. Each employee who has accrued at least ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of vacation during the calendar year. Each employee who has earned fifteen (15) or more days of vacation shall be allowed to take at least three (3) consecutive weeks during the calendar year. Vacation periods greater than three (3) consecutive weeks may be requested by an eligible employee and shall be subject to the approval of the superintendent.
- (c) Vacation may be granted in increments of one-half the employees work day, provided that the request does not disrupt the operation of the work site. All vacation requests must be submitted to the supervisor at least 24 hours in advance of the requested vacation time. Requests for vacation time of three or more consecutive weeks shall be submitted at least thirty (30) days in advance of the requested vacation time.
- (d) Full time twelve (12) month employees in the TALC bargaining unit, other than those employees at the Department of Juvenile Justice facility, will submit vacation requests between January 1st and March 10th. Each supervisor shall develop and post a vacation schedule by March 31st. Requests for vacation will be granted based on seniority. The supervisor may deny vacation requests that disrupt the operation of the school or department. Vacation requests received after March 10 will be considered on a first-come first-served basis subject to the above rules.

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

ARTICLE 14

BENEFITS

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

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

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

- (a) \$6,372 for Benefit Plan Year April, 2010, through March, 2011;
- (b) \$6,372 for Benefit Plan Year April, 2011, through March, 2012;
- (c) \$6,372 for Benefit Plan Year April, 2012, through March, 2013

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

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

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

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

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

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

14.04 – MAJOR MEDICAL INSURANCE: The Board will provide major medical insurance through the District's medical plan to each eligible employee. Effective April 1, 2010, the Board will provide major medical insurance through four BCBS self insured medical plans: the School District of Lee County's BCBS 702 PPO medical plan, BCBS 117 PPO medical plan, BCBS 3359 PPO medical plan and BCBS HMO 5 medical plan. Such coverage shall become effective the first of the month following a forty-five (45) day waiting period from date of employment. The date of employment shall be included as one of the forty-five (45) days.

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

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

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

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

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

14.09 - INSURANCE TASK FORCE: A joint task force of sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent, including the Chairman, and

eight (8) of whom shall be appointed by the Associations, representing all affected bargaining units, shall meet. The joint task force shall review the current insurance programs and workers' compensation issues. It will explore alternatives, improvements, changes, and specifications to the existing insurance programs. In order to be implemented, any committee recommendations that alter the provisions within this agreement or any of the medical plan benefit description documents shall be incorporated by reference in the agreements after they have been ratified by both the Board and the Association.

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

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

ARTICLE 15

COMPENSATION

15.01 - SALARIES: Effective July 1, 2012, each teacher shall be paid in accordance with the yearly salary schedule shown in (Appendix). Effective July 1, 2012, increment increases shall only be paid following the ratification of a successor agreement.

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

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

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

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

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

15.016 - FOR SCHOOL SOCIAL WORKERS, SCHOOL COUNSELORS AND SCHOOL PSYCHOLOGISTS: Experience credit shall be determined using the step conversion table in (see Appendix). One year of salary credit shall be granted to school social workers, school counselors and school psychologists for each year of related

experience in public or private agencies serving children and families up to a maximum of three (3) years.

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

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

15.019 PERFORMANCE SALARY SCHEDULE –TALC and the District agree to meet within 30 days of reaching a tentative agreement to discuss the development of a restructured/performance salary schedule which complies with the requirements of Race To The Top and Florida Statutes.

The parties agree to implement a performance salary schedule beginning 2013 – 2014 with career ladder options for teachers (i.e. mentor teacher, instructional lead teacher, and critical need teacher). The parties agree that \$5 million additional funds will be allocated to the TALC salary schedule to support implementation of the career ladder/performance schedule for 2013 – 2014 should the legislative funding for fiscal year 2013 – 2014 be adequate.

15.02 – PAY DELIVERY: Teachers will receive an initial pay check reflecting an amount equal to the pay period rate multiplied by the percentage of the days worked in the initial pay period, not to exceed a full pay period rate of pay. Thereafter, paychecks representing a full pay period rate based on the employee's annual salary will be issued semi-monthly. The balance of contract shall be issued on the last scheduled payday for the employee's work year. By the end of the 2012 calendar year the parties agree to meet to discuss the feasibility of providing additional pay delivery options.

15.021 - Teachers employed in summer school shall be paid on the last work day in June provided the teacher has worked at least five (5) days in June, and was assigned prior to the pre-established personnel cut-off date for processing activity for the current pay period. Teachers who are assigned after the personnel cut-off date and who work at least

five (5) days during June shall be paid no later than the middle-of-the-month payroll in July for all days worked through June 30 in the summer school program. Otherwise, paychecks will be delivered on the last scheduled pay date in July and the balance paid on the middle-of-the-month payroll in August. The summer school director will notify, by telephone, all teachers who will not receive a check on the last day in June. Verification of telephone notification will be confirmed to the teacher in writing.

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

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

15.024 – The parties shall meet prior to the end of the 2010 calendar year to discuss the feasibility of additional pay delivery options.

15.03 - DIRECT DEPOSIT: Employees may be paid by automatic direct deposit upon completion of an application available from the school site or the Payroll Department. Employees hired on or after July 1, 2005 shall be paid by automatic direct deposit for all jobs held in the District.

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

15.05 - SUPPLEMENTAL POSITIONS: Those supplemental positions designated on the salary schedule as countywide shall be advertised in the District Employment Opportunities no later than May 15 of each school year. The deadline for applications shall be ten (10) working days after the date of publication. Any athletic position listed on the salary schedule supplement which cannot be filled by a faculty member of the team's school shall be advertised in the District Employment Opportunities. The deadline for applications shall be ten (10) working days after the date of publication. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year until all positions have been filled. Supplements will not be paid until ratification of the contract covering the school year during which the supplement is provided, or September 30, whichever is earlier, with the exception of the following supplements: school counselor, agriculture teacher, school social worker, exceptional student education teacher, speech-language pathologist, detention center teacher, school psychologist and ROTC, curriculum/technology specialist (elementary), teacher-on-special assignment, and environmental education center resource teacher. Supplement for high school band director, assistant band director, associate band instructor, athletic director, and seasonal athletic supplements, including cheerleading, shall be initiated when the season begins and shall be prorated for the remainder of the school year. Upon completion of a specific athletic season, that coach may request written verification from the principal that all responsibilities have been completed and the balance will be paid upon receipt of said verification by the Payroll Department.

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

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

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

- (a) Volunteers will be sought and a rotation schedule will be followed. The building principal shall maintain a list of those teachers who voluntarily agree to substitute during the teacher’s planning time. Teachers may only receive additional compensation equal to one period per day.
- (b) Use of planning time will be compensated pro-rated at the regular rate calculated to the minute based on the length of the period covered.
- (c) At the elementary level, when a teacher covers a class the teacher will be compensated at the regular rate calculated to the minute based on the length of the period covered.
- (d) At the elementary level, when students are added to a class, the teacher will be compensated based on the percentage of the absent teacher’s total class enrollment added to the covering teacher’s class.
- (e) Teachers who do not have a regularly assigned classroom will be compensated at the regular rate for the actual student contact time covered.
- (f) School Counselors, Technology Specialists and Media Specialists shall be given one (1) continuous planning/conference time of not less than one instructional period per day for the purposes of receiving substitute coverage compensation.

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

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

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

ARTICLE 16

PARTICIPATORY DECISION MAKING

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

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

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

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

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

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

ARTICLE 17

ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

- (a) abide by the terms of this article and
- (b) notify the appropriate administrator of any arrest/charges involving the sale and/or possession of drugs within 48 hours of any such arrest/charge.

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

- (a) require such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, or
- (b) if the employee fails to participate satisfactorily in such program, the employee may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the School Board, or
- (c) take appropriate personnel action against such an employee, up to and including termination.

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

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

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

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

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

ARTICLE 18

MISCELLANEOUS

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

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

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

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

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

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

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

ARTICLE 19

DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

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

19.02 - The length of this contract is three (3) years (2010 – 2011, 2011-2012, 2012-2013) The parties agree to commence negotiations for a successor agreement no later than March 1, 2013. The parties agree to use the Interest Based process. The Labor/Management Committee shall meet in February 2013 to determine the design, training and schedule for bargaining. Bargaining Unit team members shall receive temporary duty leave as required for these purposes.

19.21 Terms of the Contract: The terms of the Contract are for three (3) years.

19.03 - This Agreement, together with all the terms, conditions and effects thereof, shall expire on June 30, 2013, and in no event shall any other provisions of this Agreement contravene the expiration of this Agreement.

2010-2011, 2011-12 and 2012-13
TALC Collective Bargaining Agreement

This Agreement is signed this 3rd day of April, 2012.

In Witness Whereof:

For the Associations:



Mark J. Castellano, President



Donna M. Mutzenard, Executive Director


For the Board:



Mary Escher, M.A., Chairman



Joseph Burke, Ed.D., Superintendent



Gregory K. Adkins, Ed.D.
Chief Negotiator

APPENDIX
2012-13
INSTRUCTIONAL SALARY SCHEDULE

Step	Base Salary for Bachelors Degree	Additional 30 min/week	Base Salary with 30 min/week
1	\$38,192	\$509.23	\$38,701
2	\$38,574	\$514.32	\$39,088
3	\$39,345	\$524.60	\$39,870
4	\$40,526	\$540.35	\$41,066
5	\$41,336	\$551.15	\$41,887
6	\$42,163	\$562.17	\$42,725
7	\$43,217	\$576.23	\$43,793
8	\$44,514	\$593.52	\$45,108
9	\$45,894	\$611.92	\$46,506
10	\$47,316	\$630.88	\$47,947
11	\$48,972	\$652.96	\$49,625
12	\$50,441	\$672.55	\$51,114
13	\$51,450	\$686.00	\$52,136
14	\$52,479	\$699.72	\$53,179
15	\$53,791	\$717.21	\$54,508
16	\$55,136	\$735.15	\$55,871
17	\$56,349	\$751.32	\$57,100
18	\$57,758	\$770.11	\$58,528
19	\$59,086	\$787.81	\$59,874
20	\$61,169*	\$815.58	\$61,984

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

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

Step Increase for FY13 will be contingent upon an overall evaluation rating of highly effective or effective.

APPENDIX

SUPPLEMENTAL SALARY SCHEDULE

ACADEMIC / ADMINISTRATIVE

Academic Coach (Elementary) 1 per school	\$525
Academic Coach (Middle School and High School): 7 per school. Mathematics, Science, Social Studies, Language Arts, Foreign Language, Forensics and 1 Non-departmental	\$710
Assistant Academic Coach (High School)	\$295
Administrative Designee	\$330
Department Chairperson (High School and Middle School): (number of full-time instructional units* per department)	
1-3	\$525
4-6	\$735
7-9	\$945
10 or more	\$1,155
District Science Fair Director	\$1,225
School Based Science Fair Director	
Elementary	\$285
Middle	\$415
High	\$415
District Subject Area Specialist	\$2,100
Equity Coordinator:	
1-10 full-time instructional units per school	\$280
11-20 full-time instructional units per school	\$325
21-30 full-time instructional units per school	\$360
31-up full-time instructional units per school	\$435
ESE Contact Person (Elementary) *	
1-3 full-time ESE instructional units per school	\$565
4-6 full-time ESE instructional units per school	\$700
7-9 full-time ESE instructional units per school	\$900
10+ full-time ESE instructional units per school	\$1,100
ESOL Contact Person	
By student contact: FY11 0-100 FY12 0-75	\$600
101-200 76-175	\$700
201-300 176-275	\$800
301 + 276 +	\$1,000

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

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

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

ACTIVITIES / CLUBS

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

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

ARTS

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

ATHLETICS

HIGH SCHOOL

Athletic/Activities Director	\$4,000
Baseball	\$2,205
Assistant Baseball	\$1,544
Basketball	\$2,315
Assistant Basketball	\$1,544
Bowling	\$700
Cheerleading (one supplement for each season – fall, winter)	
Varsity	\$1,134
Junior Varsity	\$793
Freshman	\$683
Cross-Country	\$1,271
Football:	
Regular Season	\$3,035
Spring Practice	\$1,050
Assistant Football	
Regular Season	\$1,874
Spring Practice	\$593
Golf	\$1,271
Lacrosse	\$1,700
Assistant Lacrosse	\$1,200
Soccer	\$2,205
Assistant Soccer	\$1,544
Softball	\$2,205
Assistant Softball	\$1,544
Swimming	\$2,205
Tennis	\$1,271
Track	\$2,205
Assistant Track	\$1,544
Trainer (two for each season – fall, winter, spring) (one for one additional season)	
Assistant Trainer	\$1,300
Athletic Trainer	\$1,500

(All trainers must meet the qualifications found in 1012.48 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer)

supplement.) TALC provision 15.04 does not apply to the Athletic Trainer position.

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

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

MIDDLE SCHOOL

District Intramural Athletic Director (1)	\$3,300
Assistant District Intramural Athletic Director (2).	\$500

(These three positions must comprise one person representing each zone)

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

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

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

SPECIAL INSTRUCTIONAL*

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

*Supplements are attached to these positions.

APPENDIX

MEMORANDUM OF UNDERSTANDING

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

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

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

Agreed to:
Teachers Association of Lee County

The School District of Lee County

Signature on file
Mark J. Castellano Date
President

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

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



THE SCHOOL DISTRICT OF LEE COUNTY

2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33956-1012 ♦ (239) 334-1102 ♦ WWW.LEESCHOOLS.NET

THOMAS SCOTT
CHAIRMAN, DISTRICT 5
MARY FISCHER, M.A.
VICE CHAIRMAN, DISTRICT 1
JEANNE S. DOZER
DISTRICT 2
JANET F. KUCKEL, Ph.D.
DISTRICT 3
DON H. ARMSTRONG
DISTRICT 4
LAWRENCE D. TIHEN, Ph.D.
INTERIM SUPERINTENDENT
KEITH D. MARTIN, ESQ.
BOARD ATTORNEY

Memorandum of Understanding

Please be advised that The School District of Lee County and The Teachers Association of Lee County (TALC) have been actively engaged in collective bargaining negotiations and/or teacher evaluation system development consistent with the precepts contained in SB 736 and the Race to the Top grant. It remains our intent to continue good faith negotiations in accordance with Chapter 447.

This letter and accompanying documents combine the Review and Approval Checklist for Race To The Top (RTTT) Teacher Evaluation Systems for each component of the evaluation system required for developing and conducting teacher and principal evaluation systems with those required in the recently amended section 1012.34, Florida Statutes, and Rules 6B-4.010 and 6A.5.065, F.A.C.

The checklist and the activities of negotiations included with this letter will chronicle what we have accomplished, the process that we are using, the challenges that we now or will soon confront and the work yet to be developed and negotiated. It is also our intent that this document will assist the Florida Department of Education (FLDOE) in ensuring that we have met the requirements in each area for the RTTT grant and SB 736, while also satisfying requirements for State Board Rule.

Agreed to on this 31st day of May, 2011:


Donna M. Mutzenard, Service Unit Director
Island Coast, FEA


Lawrence D. Tihen, Ph.D., Interim Superintendent


Mark J. Castello, President
The Teachers Association of Lee County


Gregory K. Adkins, Ed.D. Chief Negotiator

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM



THE SCHOOL DISTRICT OF LEE COUNTY

2855 COLONIAL BLVD. • FORT MYERS, FLORIDA 33966-1102 • (239) 334-1102 • TTD/TTY (239) 335-1512

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CHAIRMAN, DISTRICT 5
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DISTRICT 2
JANE E. KUCKE, Ph.D.
DISTRICT 3
EDDIE H. ARMSTRONG
DISTRICT 4
LAWRENCE D. TIHEN, Ph.D.
INTERIM SUPERINTENDENT
KEITH B. MARTIN, ESQ.
BOARD ATTORNEY


MEMORANDUM OF AGREEMENT

This document shall constitute a Memorandum of Agreement between the Teachers Association of Lee County (TALC) and The School District of Lee County (the parties) to exercise the option in Article 13.01 – Work Year, of the Collective Bargaining Agreement, which states, "Exceptions: The contractual work year may be reduced when agreed to by the teacher and supervisor. The work year may be extended to meet student/programmatic needs with advanced notification to TALC and the Director of Personnel."

The parties agree that the intention of this memorandum is to allow schools with either a 226-day Technology Specialist (Instructional Technologist) or a 255-day Technical Support Specialist to hire an additional Technology Specialist (Instructional Technologist) at the reduced work year of 201-days. The additional staff member will work to forward Race to the Top initiatives such as ensuring that each school possesses the technology, including hardware, connectivity, and other necessary infrastructure, to provide teachers and students sufficient access to strategic tools for improved classroom instruction and computer-based assessment; and ensuring readiness for computer-based testing (FCAT 2.0, End-of-Course Exams, Florida Assessments for Instruction in Reading).

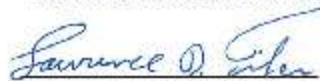
Agreed to:

Teachers Association of Lee County


 Mark J. Castellano 5/15/11
 President Date


 Donna M. Mutzenard 5/15/11
 Service Unit Director Date

The School District of Lee County


 Lawrence D. Tihen, Ph.D. 4/29/11
 Superintendent Date


 Gregory K. Adkins, Ed.D. 7/29/11
 Chief Negotiator Date

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM

APPENDIX

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

(See Article 4 for details)

Name of person(s) filing grievance:

School/Department: _____ Job Classification: _____

Address: _____ Home Phone: _____

Name of person grievance filed with:

A. Date cause of grievance occurred:

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

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

D. Relief sought:

Signature of Grievant

Date of Filing

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

Signature of immediate Supervisor

Date of Response

Name of Counsel or Union Representative:

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

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