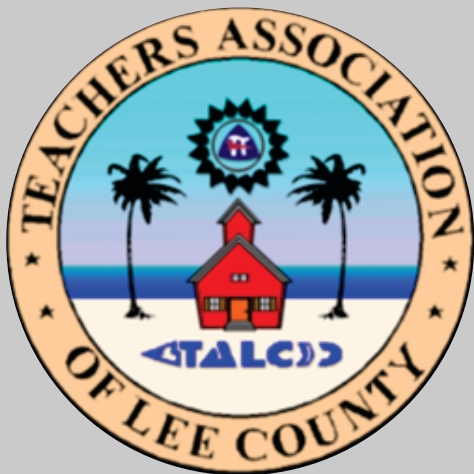


# TALC

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



**CONTRACT  
FY16 (2015-2016 SCHOOL YEAR),  
FY17 (2016-2017 SCHOOL YEAR),  
FY18 (2017-2018 SCHOOL YEAR)**

**FEBRUARY 2018**

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## **PREAMBLE**

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

## **DEFINITIONS**

1 **(1) BOARD:** For the purpose of this Agreement, the term Board shall mean The School Board of  
2 Lee County.

3  
4 **(2) SUPERINTENDENT:** For the purpose of this Agreement, the term Superintendent shall mean  
5 the Superintendent of Schools or his/her designee.

6  
7 **(3) ASSOCIATION:** For the purpose of this Agreement, the term Association shall mean the  
8 Teachers Association of Lee County (TALC), the sole and exclusive collective bargaining agent.

9  
10 **(4) INSTRUCTIONAL STAFF:** For the purpose of this Agreement, the term Instructional Staff  
11 shall mean those persons in the bargaining unit.

12 **(a) Full-time Instructional Staff:** A teacher who works twenty (20) or more hours per work  
13 week.

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

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

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

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

33  
34 **(6) DAYS:** All references in this agreement to days shall refer to calendar days except when  
35 specified otherwise.

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

- 1   **(8) INVOLUNTARY TRANSFER:** A teacher who is transferred from one school building or
- 2   site to another.
- 3
- 4   **(9) SURPLUS:** A teacher who does not have a position at his/her assigned home school(s), or
- 5   site(s) due to a reduction in the number of teachers assigned to that school or program.
- 6
- 7   **(10) REASSIGNMENT:** A teacher who is moved within a school.

## ARTICLE 1 – PARTIES TO AGREEMENT

1 **1.01 - PARTIES:** This agreement is entered into by the School Board of Lee County, also referred  
2 to as the District, and the Teachers Association of Lee County, also referred to as the Association  
3 or TALC. The Articles of this contract are in compliance with Chapter 447, Florida Statutes, and  
4 shall continue in effect as specified in Article 14 (Acceptance, Duration, and Reopening).  
5

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

12 **1.03 - BARGAINING UNIT:** Included in the bargaining unit are all regular employees who are  
13 certified instructional personnel or are employed in a position requiring a certificate, whether or  
14 not such employee holds a certificate. This includes, but is not limited to all classroom teachers,  
15 Special Instructional staff, Media Specialists, itinerant instructional staff, School Psychologists,  
16 School Social Workers, School Counselors, School Nurses, Occupational Therapists, Physical  
17 Therapists, Behavior Specialists, Behavior Analysts, and JROTC instructors who are employed by  
18 the District.  
19

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

## ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – INSTRUCTIONAL STAFF:** Nothing contained herein shall be construed to deny or  
2 restrict any teacher any rights he/she may have under the Constitution and Laws of the United  
3 States and of the State of Florida.  
4

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

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

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

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

### 33 **2.03– ASSOCIATION**

34

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

1 **(2) School Board:** A copy of the agenda for each regular meeting of the Board shall be available  
2 to the Association at least 7 days before the Board meeting and a copy of the minutes of such  
3 meetings shall be available to the Association after approval by the Board.  
4

5 **(3) Posting:** The Association shall have the exclusive privilege as the labor organization for  
6 teachers of posting notices of Association meetings and other materials as approved under  
7 Article 2.03(5) on bulletin board space exclusively assigned to the Association for this purpose by  
8 the principal of each school. Such notices shall consist of time, date and place at which a meeting  
9 will be held. The Association shall provide a copy of each notice to the principal or his/her  
10 designee prior to each meeting.  
11

12 **(4) Mailboxes:** The Association shall have the exclusive privilege as the labor organization for  
13 teachers, through its representative, of distributing notices of Association meetings in teacher  
14 mailboxes in schools. Such notices shall consist of the time, date and place at which a meeting  
15 will be held. In addition to notices of Association meetings, other materials such as Association  
16 newsletters, which relate to wages, hours, terms and conditions of employment of teachers, and  
17 do not advertise or otherwise promote the interests or cause of any commercial, political or non-  
18 school agency, individual or organization, may be distributed in teacher mailboxes in schools. A  
19 copy of all materials placed in teacher mailboxes shall be given by the Association to the office  
20 of the Superintendent prior to each distribution. The Association shall provide a copy of all  
21 materials with a notice for distribution from the Superintendent's office to the principal or his/her  
22 designee prior to placement in mailboxes. The Association shall have the use of the intra-school  
23 mail service for the delivery of notices of meetings to school centers. This use is contingent upon  
24 the Board's receipt of an indemnification agreement from the Association, holding the Board  
25 harmless from all fines and attorney's fees resulting from any litigation on this issue. The  
26 Association's delivery location shall be the Board's central mailroom. A copy of each notice of  
27 Association meeting shall be subject to approval by the Superintendent prior to each distribution.  
28

29 **(5) Dues Collection:** Teachers shall have the right to request and be allowed dues and Association  
30 Insurance Program deductions provided that dues deduction and the proceeds thereof shall not be  
31 allowed if the Association has lost its rights to dues deduction pursuant to Florida Statutes 447.  
32 Upon receipt of a properly executed authorization card from each teacher involved, on a form  
33 approved by the Board, the Board shall deduct from the teacher's paycheck the amount that the  
34 teacher has agreed to pay the Association. These deductions shall remain in effect unless such  
35 authorization is revoked by the teacher upon thirty (30) days' written notice to the Board and to  
36 the Association. Dues deduction authorization cards must be presented to the Payroll Department  
37 six (6) work days before the pay period in which the deduction begins. Any teacher who has  
38 requested deductions and who leaves the employment of the School District or terminates his/her  
39 authorization for payroll deductions shall not be required to pay any further amounts to the  
40 Association. Any dispute as to the amount deducted shall be solely between the Association and  
41 the teacher involved. The Association and the individual teacher shall hold the School Board  
42 harmless for any liability arising from the deductions as certified by the Association. There shall  
43 be a charge of five cents (\$.05) per check per member for the above deductions to be paid for by  
44 the Association.  
45

46 **(6) Association Leave:** The president of the Association and/or his/her designee may be allowed



1 to take up to a total of forty (40) days leave per year to conduct necessary Association business  
2 provided written request thereof is submitted in advance to the Superintendent. The full cost of the  
3 certified substitute rate of pay shall be paid by the Association for each day of Association leave  
4 requested when the leave request is processed. No more than ten (10) days may be used by any  
5 one person.

6 **(a) President:** The president of the Association may be granted personal leave for the  
7 school year(s) of his/her term of office. Such leave shall be granted with the same privilege  
8 and benefits approved with personal leave for other employees.  
9

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

15 **(8) Public Records:** Upon receipt of a written request identifying each specific public record  
16 desired by the Association, the Board shall make available such public records as defined by  
17 Florida Statutes 119, to be "Public Records" Inspection. Examination and the cost of duplication  
18 of such "Public Records" of the Board shall be in accordance with the provisions of Florida  
19 Statutes 119.  
20

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

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

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

## ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

7  
8 **3.03 – SUCCESSOR AGREEMENT:** The length of this contract is three (3) years (FY16-FY18)  
9 with annual re-openers during FY16, FY17, and FY18. Re-openers are restricted to two (2) articles  
10 per party in addition to Article 10 (Compensation) and Article 11 (Benefits). The parties agree to  
11 commence negotiations for a successor agreement no later than June 30, 2017. The parties agree  
12 to use the Interest Based process. The TALC Labor/Management Committee shall meet in April  
13 2017 to determine the design, training and schedule for bargaining. Bargaining Unit team  
14 members shall receive temporary duty leave as required for the purpose of attending to bargaining  
15 related duties.

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

23  
24 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board membership not  
25 ratify the tentative agreement, meetings between the negotiating teams must be convened  
26 within twenty (20) days. This section shall not apply if impasse is invoked.

27  
28 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes 447.

## ARTICLE 4 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

33 **(5) Waiver:** By mutual agreement, the parties may waive Level I and Level II.  
34

### 35 **4.03 - FILING**

36

37 **(1) Grievance Forms:** Standard forms (see Appendix) shall be made available to members of  
38 the bargaining unit and representatives of the Association upon request.

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

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

3           **(c) Withdrawal:** A grievance may be withdrawn by the grievant at any time and at any  
4 level of this procedure provided; however, that same grievance may not be filed a  
5 second time by the same party.  
6

#### 7 **4.04 - HEARINGS**

8

9 **(1) Informal Grievance:** In the event that a teacher believes that there is a basis for a grievance,  
10 he/she shall, within ten (10) working days of the alleged violation, or within ten (10) working days  
11 of the date of the teacher's proven knowledge of such violation, first discuss it in an informal  
12 manner with his/her immediate supervisor, either personally or accompanied by an Association  
13 representative, if the grievant so chooses. In the event that the grievant chooses to have an  
14 Association representative present, the grievant shall give the immediate supervisor at least  
15 seven (7) working days' notice of the grievant's request for a meeting, the intended presence  
16 of an Association representative, and the nature of the grievance. If the resolution of the grievance  
17 is not satisfactory to the grievant or if no disposition has been made within seven (7) working  
18 days following the informal discussion with his/her immediate supervisor, the grievant may,  
19 within seven (7) working days, file a formal grievance with his/her immediate supervisor on the  
20 form set forth in (see Appendix), and the levels of the formal grievance as provided in this  
21 Agreement shall be evoked.  
22

#### 23 **(2) Formal Grievance**

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

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

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

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

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

26  
27 (4) **Release from Work:** All grievances shall be processed during times which do not interfere  
28 with or cause interruption of a grievant's work responsibilities, provided, however, release  
29 time without loss of pay may be granted to teachers whose attendance is required when grievance  
30 meetings are held during work hours.

31  
32 **4.05 – DISPOSITION:** The date of disposition shall be the date on which the supervisor delivers  
33 the disposition to the grievant or the date of postmark in those instances where delivery is by U.S.  
34 Mail.

35  
36 (1) **Records:** All official records of the processing of a grievance shall be confidential and be filed  
37 separately from the personnel file of grievant.

38  
39 (2) **Adjustments:** Adjustment of any grievance described herein shall not be inconsistent with the  
40 provisions of this Agreement.

# ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

## 5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) **Annual Contract:** Reappointment of a teacher with an annual contract shall be as follows:

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

(b) **Two Most Recent Evaluations:** An annual contract teacher who has received a highly effective rating on one of their last two (2) annual evaluations shall be reappointed, if a teaching position exists at the school where the teacher is employed at the time of reappointment. The teacher must have at least an effective rating on the annual evaluation that is not highly effective to be reappointed under this paragraph. The teacher must meet all necessary qualifications related to certification, highly qualified status, ESOL status, program requirements, and may not have received any discipline (letter of reprimand and/or suspension) during the preceding twelve (12) months in order to be reappointed under this paragraph. The rating on the annual evaluation for the most recent or current school year shall be based on the information available at contract renewal.

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

(d) **Recommendation for Non-Reappointment:** When a teacher on an Annual Contract has not been recommended for reappointment and the teacher's most recent evaluation, at the time of the principal's recommendation, is Effective or Highly Effective the following steps shall apply:

(1) **Notification:** The principal shall notify the Superintendent or designee of his or her decision to not recommend reappointment.

(2) **Appeal:** The Superintendent or designee and the Chief Human Resources Officer will determine the appropriateness of the decision not to recommend reappointment. The Superintendent or designee and the Chief Human Resources Officer, upon written request, shall meet with the affected teacher and his/her representative. The final determination regarding reappointment shall then be at the sole discretion of the Superintendent or designee and the Chief Human Resources Officer and shall not require just cause. There shall be no appeal from or challenge to the recommendation, nor shall it constitute the basis for a grievance.

(3) **Final Disposition:** If the decision of the principal is determined to be appropriate, the teacher shall be notified of his or her non reappointment. If the

1 decision of the principal is determined to be inappropriate, Human Resources may  
2 direct that the teacher remain at the assigned school or may find an alternative  
3 placement.  
4

5 **(2) Professional Services Contract:** Any member of the Teacher Association of Lee County  
6 bargaining unit, hired prior to July 1, 2012, who does not fall under Florida Statute 1012.33, not  
7 holding a Florida Educator Certificate or a District issued Vocational Teaching Certificate, shall  
8 fall under the following guidelines: During the first three years of employment, the District may  
9 choose not to renew an employee's contract at the end of the employee's contract year. After  
10 three years of successful employment, no employee's contract shall be non-renewed without  
11 just cause.  
12

13 **(3) Continuing Contract:** The contractual status of a teacher who was initially employed in the  
14 District prior to July 1, 1984, and a teacher on continuing contract as of July 1, 1984, shall be  
15 covered by Florida Statutes 1012.33 as it existed prior to July 1, 1984, and the provisions of the  
16 Agreement. Such teacher's rights shall neither be enhanced nor diminished by the revisions of  
17 Florida Statutes 1012.33 which became effective July 1, 1984. The contractual status of a teacher  
18 whose initial employment in the District begins on or after July 1, 1984, shall be governed by the  
19 revisions of Florida Statutes 1012.33 which became effective July 1, 1984, and the provisions of  
20 this Agreement.  
21

22 **5.02 – SENIORITY:** Seniority is the total number of good years (one day more than half) of  
23 instructional experience in Lee County School District while on probationary, annual, continuing  
24 or professional service contract. However, continuing or professional service contract teachers  
25 are considered to have seniority over any annual contract teacher regardless of the total years of  
26 service in the District. Authorized leave of absence, open-end or substitute teaching experience  
27 does not count toward seniority. Administrative experience in the District shall count toward  
28 seniority provided said experience occurred after the teacher attained three years seniority in the  
29 bargaining unit, and said teacher returned to the bargaining unit prior to July 1, 1991. Any tie in  
30 seniority between teachers shall be broken by counting the days of experience on open-end,  
31 temporary or interim contract rather than years. If a tie still exists, the tie shall be broken by drawing  
32 lots. Members of the association may be present to observe the lottery process.  
33

34 **(1) Loss of Seniority:** Teachers lose their seniority as a result of the following: termination;  
35 retirement; resignation; or layoff exceeding two (2) years or exceeding the individual's length of  
36 service, whichever is less.  
37

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

1 **5.03 – TRANSFER**

2  
3 **(1) Voluntary Transfer**

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

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

8 **(c) Voluntary Transfer Period:** Three weeks prior to the first teacher work-day of the  
9 196-day calendar will be the normal cutoff date for voluntary transfer. After the normal  
10 cutoff date, voluntary transfers will be allowed under one or more of the following  
11 conditions:

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

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

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

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

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

28  
29 **(2) Involuntary Transfer**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

41  
42           **(4) Exemptions:** Elected Lead TALC Building Representatives shall be exempt from surplus or  
43 involuntary transfers unless required by law or the Superintendent or designee determines that the  
44 transfer is in the best interests of the District. The exemption is to provide a continuity of  
45 representation to the bargaining unit.

46           **(a) TALC Building Representative List:** TALC will maintain a current list of Lead

1 Building Representatives and provide the list to the District’s Personnel and Labor  
2 Relations Departments upon request and at certain agreed upon dates during the school  
3 year. In addition, each Principal will be provided the name of the current Lead Building  
4 Representative in their school.

5  
6 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary due  
7 to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by  
8 the Board, the following provisions shall apply:

9  
10 **(1) Determination:** The Board shall determine the specific work locations and/or special  
11 programs and areas of certification within which positions are to be eliminated. Once the specific  
12 areas of certification and/or positions have been determined, reductions shall be made on a  
13 countywide basis and shall be in accordance with Florida Statute 1012.33(5) and certification as  
14 further defined in this section.

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

19  
20 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be deemed to  
21 be the areas for which the employee holds certification. No teacher assignment that would result  
22 in a violation of state or federal law will be approved.

23  
24 **(4) Exceptional Student Education:** In Exceptional Student Education, consideration will also  
25 be given to experience in working with students with significant cognitive and behavioral  
26 disabilities.

27  
28 **(5) Process:** Once specific positions and/or areas of certification and levels have been identified  
29 by the Board, a reduction in force shall be made on a countywide basis as follows:

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

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

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

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

41 **(e) Notification**

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

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

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

7 **(6) Assignment:** Teacher assignments that result from a reduction in force shall comply with the  
8 teacher qualification requirements as defined in state and federal law. No teacher assignments that  
9 would result in a violation of state or federal law will be approved.  
10

11 **(7) Recall**

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

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

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

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

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

27 **5.05 – ASSIGNMENT OF DUTIES**

28  
29 **(1) Tentative Assignments:** Each teacher shall be given a tentative teaching assignment in  
30 writing for the next school year prior to the last day of duty for the current year. This shall  
31 consist of the school and grade level for elementary; school, grade level and department for  
32 middle school; and school and department for high school to which the teacher is assigned.  
33 Every effort will be made to include course code number(s) and course title(s) for middle and  
34 high school teachers. In any event, middle and high school teachers will be notified in writing  
35 as soon as possible and not later than August 1 of their assignment by course number(s) and  
36 course title(s).  
37

38 **(2) Changes in Assignment:** Any teacher who desires a change in grade level and/or subject  
39 assignment shall file a written statement of this desire with the principal. No changes in the  
40 tentative assignment shall be made without attempts to arrange a prior conference with the  
41 teacher to provide rationale for the change and to address concerns of the teacher regarding the  
42 change. If a conference is not possible, the rationale for the change shall be submitted in  
43 writing to the teacher as soon as practicable prior to implementation of the change.  
44

45 **(3) Support and Assistance:** Any teacher assigned to a new grade level or course may request in  
46 writing support and assistance deemed by the teacher to be necessary for success in the new

1 assignment. The principal or designee shall consider the request and shall provide written  
2 recommendations relating to the request.

3  
4 **(4) Reassignment:** If a teacher is to be reassigned to a position which is a different subject area  
5 or grade level than their current assignment (or from their assignment in the previous school  
6 year) or a position permitting any area of certification, the teacher must be afforded a conference  
7 with the Principal or designee to discuss the new assignment. The teacher may bring a  
8 representative with them to the conference.

9  
10 **(5) New Assignments:** If a Principal proposes to assign a teacher during the school year to a newly  
11 created position resulting from student needs or program changes, the position will be posted first  
12 for internal school applicants.

### 13 14 **5.06 – EMPLOYMENT OPPORTUNITIES**

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

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

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

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

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

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

#### 40 **(4) Compensation**

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

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

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

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

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

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

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

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

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

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

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

36           **(a) Standard School Year:** With the exception of the extended school year  
37 program for students receiving a 1 or 2 score on the state mandated  
38 assessments, the order of selection of teachers to fill positions should be as  
39 follows: Professional Service Contract/Continuing Contract teachers from  
40 the assigned school or feeder schools; Annual Contract teachers from the  
41 assigned school or feeder School District of Lee County; Teachers,  
42 regardless of contract status, District-wide based on seniority.

43           **(b) Extended School Year:** For the extended school year program for  
44 students receiving a 1 or 2 score on the state mandated assessments, a listing  
45 of anticipated openings with instructions for submitting applications for  
46 such openings, including any pertinent information regarding the positions,

1 shall be posted at each school site at which openings are expected to occur.  
2 Any position that is not filled by a teacher at the school having the  
3 openings shall be posted on the District website along with any pertinent  
4 information regarding the position(s).

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

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

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

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

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

23  
24 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human Resources from  
25 a Lee County teacher shall be reviewed by the appropriate principal or supervisor prior to  
26 recommending an applicant to fill the position. Except in such circumstances as approved by the  
27 Superintendent, a vacancy will not be filled with other than an interim appointee for at least five  
28 (5) working days after the posting date on the District website listing the vacancy. Any continuing  
29 contract/professional service contract teacher holding the appropriate certification shall be  
30 given first consideration in the staffing of teaching vacancies. Teacher applicants in the District  
31 assigned to a grade level or subject area outside the scope of their teaching certification shall be  
32 given first consideration for openings within the subject or field of their certification.

33  
34 **(3) Notification:** Teachers who have made written application to fill a posted and advertised  
35 vacancy, including a summer or evening school, shall be notified in writing of the action of the  
36 Board in filling such vacancy.

37  
38 **5.07 – AMERICANS WITH DISABILITY ACT:** This Article is intended to comply with the  
39 Americans with Disabilities Act (ADA). All newly hired teachers must undergo a physical  
40 examination by a licensed medical doctor. The results of this examination shall be stated on a form  
41 provided by the Board. The form must be received by the Board before employment can begin.  
42 Additional medical examination may be required in order to determine whether matters reported  
43 in the initial examination would present a direct threat to the health or safety of the applicant or of  
44 any other person.

45  
46 **(1) Physical Examinations:** Once employed, physical examinations may be required only when

1 the employee’s behavior gives reason to suspect that a medical or psychiatric condition may impair  
2 the employee’s ability to perform his/her duties, or when the employee has been injured or ill and  
3 an examination is needed in order to determine whether an employee can return to work safely or  
4 to determine whether the employee has a disability for which a reasonable accommodation can be  
5 made.

## 6 7 **5.08 – WORKER’S COMPENSATION**

8  
9 **(1) Limited Duty:** Employees who have experienced a worker’s compensation injury and who  
10 have been evaluated and released by an approved physician as physically able to return to work  
11 with specific limitations, will return to their job site upon written authorization by the Insurance  
12 and Benefits Management. Specific work limitation will be forwarded to the employee’s  
13 supervisor from the treating physician. The employee will remain in his/her job site, performing  
14 appropriate duties as identified by his/her supervisor for a period of time agreed to by the  
15 employee and the work site supervisor. The employee will be evaluated by the physician as  
16 necessary based on the course of treatment and, if not released for full duty, will be returned for  
17 limited duty for a work period agreed to by the employee and the work site supervisor. At the  
18 completion of the second work period, if the employee is not able to return to a full duty status,  
19 he will be evaluated by the physician, principal/supervisor and the Insurance and Benefits  
20 Management to determine the employee’s status. Alternatives such as returning to worker’s  
21 compensation off-duty status, continuation of limited duty assignments, alternate duty  
22 assignments, and/or other assignments will be reviewed with the employee. If a period of limited  
23 duty exceeds six months, the District will notify the Association of the identity of the employee.  
24

### 25 **(2) Alternate Duty**

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

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

35 **(c) Successful Completion:** Employees will be deemed “trained” when they have  
36 successfully acquired the minimum skills necessary to qualify for the position for which  
37 they are training, as acknowledged by their supervisor and the Insurance and Benefits  
38 Management.

39 **(d) Failure to Complete:** Employees who fail to achieve “trained” status within one year  
40 (or two years for employees with extenuating circumstances) will lose their employment  
41 with the District.

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

46 **(f) Application Upon Completion:** Once employees are deemed “trained” by the

1 Insurance and Benefits Management, they are required to apply for all positions, for which  
2 they have received training, within a reasonable commute.

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

6 **(h) Refusal:** If an employee refuses to be tested for Alternate Duty placement or to  
7 participate in his/her assigned Alternate Duty training program, this shall be deemed  
8 voluntary resignation of employment.

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

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

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

18  
19  
20 **5.09– PERSONNEL FILE:** Each teacher shall have the right to review the contents of his/her  
21 personnel file. Each teacher has the right to have another person accompany him/her in the review  
22 of his/her personnel file, if he/she so chooses. Such review shall be made in the presence of the  
23 person responsible for the safekeeping of the personnel files of the Board.

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

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

31  
32 **(3) Record Retention:** Teacher personnel files shall be maintained according to Florida Statutes  
33 1012.31.



## ARTICLE 6 – WORKING CONDITIONS

### 6.01 - PHYSICAL FACILITIES

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

- (a) **Room Assignment:** teaching room/station for each teacher commensurate with the design capacity of the school;
- (b) **Dining Area:** teacher dining area;
- (c) **Lounge:** teacher preparation/rest areas and furnishings;
- (d) **Restrooms:** adult rest room facilities;
- (e) **Conference Rooms:** conference rooms;
- (f) **Temperature:** climate control;
- (g) **Parking Area:** designated employee parking area;
- (h) **Supplies:** instructional equipment;
- (i) **Boards:** chalk boards and tack board areas;
- (j) **Safety/Security:** building and grounds safety and security provisions;
- (k) **Maintenance:** custodial and maintenance provisions;
- (l) **Sound:** acoustical control.

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

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

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

(5) **District Safety/Security 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/Security Committee shall meet on a schedule established by the District.

1 Safety/Security Committee members. The joint committee shall review district safety and  
2 unresolved site safety/security issues. Recommendations shall be forwarded to the Superintendent  
3 and TALC Labor/Management Committee by the District Safety/Security Committee chairperson.  
4

## 5 **6.02 - PROTECTION OF PERSON**

6

7 **(1) Student Discipline:** The teacher's responsibility for the control and direction of students shall  
8 be exercised throughout the campus of each school and is not limited to a specific group of children  
9 or classroom. When in the judgment of the teacher a student requires the attention of the principal  
10 or other school or District staff specialist, the teacher shall so inform the principal or his/her  
11 designee on the appropriate school form. When administrative assistance is provided, the teacher  
12 shall receive a written statement of the specific action taken within five (5) days. Individual records  
13 of student discipline, where available, will be accessible to teachers as an aid for determining  
14 disciplinary recommendations concerning particular students.  
15

16 **(2) District Support:** The Board assures teachers of its support when teachers have followed the  
17 laws and regulations of the State pursuant to Section 1003.32(j), Florida Statutes and the policies  
18 of the Board in carrying out their responsibility for maintaining good discipline. A teacher shall  
19 impose classroom discipline in accordance with Board policy and administrative direction and  
20 when necessary to protect himself or herself or others from injury.  
21

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

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

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

32 **(c) Injury:** In the case of injury occurring under such circumstances, the teacher shall  
33 provide a written statement from a licensed medical physician regarding the extent and  
34 nature of injuries sustained. A teacher shall be entitled to Illness or Injury In-Line-Of-Duty  
35 Leave as provided by Florida Statute 1012.63, and Article of this Agreement. After ten  
36 (10) work days, the teacher shall receive the salary difference between Workers'  
37 Compensation and regular salary under emergency sick leave status, for such term and  
38 under such conditions as the Board shall deem appropriate after medical consultation.  
39

40 **6.03 - PROTECTION OF PERSONAL PROPERTY:** The Board shall reimburse each teacher  
41 if either of the following occurs while the teacher is discharging his/her duties in accordance with  
42 his/her job description:  
43

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

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

8 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** Campuses shall be  
9 tobacco/smoke-free at all times, including e-Cigarettes and/or vapor cigarettes, per School Board  
10 Policy 5.37. No employee shall possess, consume, be under the influence of (as defined by the  
11 prevailing legal limit) or sell alcoholic beverages or manufacture, distribute, dispense, possess or  
12 use alcoholic beverages on the job or in the workplace. Employees are prohibited from using,  
13 distributing, manufacturing, processing, selling, cultivating or attempting to sell illegal, controlled  
14 substances at any time whether on or off duty or on or off District property.  
15

16 **(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of  
17 this article and notify the appropriate administrator of any arrest/charges involving the sale and/or  
18 possession of drugs within 48 hours of any such arrest/charge.  
19

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

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

25 **(b) Failure to Participate:** if the employee fails to participate satisfactorily in such  
26 program, the employee may be non-renewed or his or her employment may be suspended  
27 or terminated, at the discretion of the School Board, or

28 **(c) District Action:** take appropriate personnel action against such an employee, up to and  
29 including termination.  
30

31 **(3) Reasonable Suspicion Testing:** No employee shall be required to submit to drug or alcohol  
32 testing without reasonable suspicion except as otherwise required by law or this agreement. All  
33 drug and alcohol testing shall be conducted in accordance with District policy and procedures for  
34 drug and alcohol testing.  
35

36 **(4) Exemptions**

37 **(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which  
38 he/she holds the prescription is exempt from this section.

39 **(b) Confiscation:** Employees who perform duties which require the disposition or  
40 confiscation of alcoholic beverages or controlled substances are exempt from this section  
41 when performing those specified duties.  
42

43 **(5) Employee Assistance Program:** Employee assistance will be available through Human  
Resources and the Employee Assistance Program.

## ARTICLE 7 – WORK SCHEDULE

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

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

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

9 **(b) Lunch:** A lunch time each day equivalent to the student lunch time, but not less than  
10 twenty-five (25) minutes. Except in the case of an emergency or special circumstance the  
11 teacher's lunch period shall be duty-free.

12 **(c) Planning:** Teachers shall have planning/conference time totaling not less than sixty  
13 (60) minutes per day or the equivalent on a weekly basis to include a minimum of forty  
14 (40) continuous minutes per teacher per day except in those cases as referenced in 5.01(d)  
15 and 5.03. Such time shall be used for lesson preparation and for meeting other job  
16 description responsibilities.

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

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

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

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

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

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

39 **(d) Professional Learning Communities:** School-based instructional staff, to include but  
40 not limited to the TALC representative, shall work collaboratively with school  
41 administrators to develop a flexible work schedule to accommodate additional time needed  
42 on certain days to conduct professional learning communities (PLCs) and to allow for 30  
43 minutes per week for the purpose of planning.

44 **(e) Mandatory Meetings:** The scheduling of administratively mandated meetings and

1 other similar functions shall be limited to two per month. A faculty meeting is an example  
2 of an administratively mandated meeting. An IEP meeting is not an example of an  
3 administratively mandated meeting. Meetings for the purpose of curriculum planning, with  
4 the involvement of administration, are acceptable so long as the number of meetings is  
5 reasonable. The TALC Labor/Management Committee shall review situations where the  
6 number of meetings is of concern.  
7

8 **(2) Non-Standard Work Day:**

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

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

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

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

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

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

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

34 **(1) School Calendar Committee:** Prior to the beginning of each semester, a school  
35 calendar will be jointly developed by school administrators and teacher  
36 representatives to include but not limited to the TALC representative. Activities  
37 such as faculty meetings or other official school-related events are examples of such  
38 responsibilities.

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

44 **(3) Parent Teacher/Conferences:** Parent/teacher conferences scheduled outside  
45 of the regular work day shall be scheduled with the teacher.

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

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

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

9 **(a) Definitions:**

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

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

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

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

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

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

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

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

40 **7.02 - WORK WEEK:** Flexible schedules must still be the equivalent of a thirty-eight (38) hour  
41 work week and/or average the basic teacher work day of seven and one-half (7 ½ ) hours, with an  
42 additional thirty (30) minutes per week for the purpose of planning.  
43

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

1 **(1) PROFESSIONAL DUTY DAYS:** Teacher professional duty days are to be used for teachers  
2 to prepare grades, lesson plans and other required records and reports. Grade sheets shall not be  
3 due until one hour prior to the end of this duty day.  
4

5 **(2) IN-SERVICE DAYS:** Teacher in-service days shall be used for teacher professional  
6 development as identified in the teacher's Professional Development Plan and the School  
7 Improvement Plan.  
8

9 **(3) NON-STANDARD WORK YEAR:** The following work schedule is for those instructional  
10 staff who have greater than a ten (10) month schedule. The work year for career and technical  
11 Instructors at Technical Colleges and the Southwest Florida Public Service Academy will be  
12 determined based upon the clock hours required for the courses taught as determined by the Florida  
13 Department of Education.

14 **(a) 196-DAY CALENDAR**

- 15 (1) District Athletic Trainer
- 16 (2) Master Teacher for Curriculum

17 **(b) 201-DAY CALENDAR**

- 18 (1) School Counselor - Adult Education
- 19 (2) School Counselor (Middle School)
- 20 (3) School Counselor (High School)
- 21 (4) Technology Specialist (High School)
- 22 (5) Teacher - High School - Industrial Cooperative Education
- 23 (6) Teacher-On-Assignment
- 24 (7) Instructor – Technical College or SWFL Public Service Academy

25 **(c) 206-DAY CALENDAR**

- 26 (1) School Counselor (High School)
- 27 (2) Teacher-JROTC (hired 01/01/2015 or later)
- 28 (3) Teacher-On-Assignment
- 29 (4) Instructor – Technical College or SWFL Public Service Academy

30 **(d) 216-DAY CALENDAR**

- 31 (1) Parent Services Specialist
- 32 (2) Florida Inclusion Network Specialist
- 33 (3) School Social Worker - Student Welfare and Attendance (1)
- 34 (4) Teacher-On-Assignment
- 35 (5) Teacher-JROTC (hired prior to 01/01/2015)
- 36 (6) School Psychologist
- 37 (7) Master Teacher for Curriculum
- 38 (8) Athletic/Activities Director (High School)
- 39 (9) Instructor – Technical College or SWFL Public Service Academy

40 **(e) 226-DAY CALENDAR**

- 41 (1) School Counselor (Technical Colleges)
- 42 (2) Technology Specialist
- 43 (3) Teacher-On-Assignment
- 44 (4) Master Teacher for Curriculum
- 45 (5) Professional Development and Leadership Specialist

1 (6) Fire Service Instructor

2 (7) Instructor – Technical College or SWFL Public Service Academy

3 **(f) 255-DAY CALENDAR**

4 (1) Social Worker – Early Childhood Services, Head Start Program (1)

5 (2) Health Occupation Teacher (Technical Colleges)

6 (3) Teacher-On-Assignment

7 (4) Teacher (Department of Juvenile Justice (DJJ))

8 (5) School Psychologist

9 (6) Financial Aid Advisor (Technical College or SWFL Public Service Academy)

10 (7) Teacher – Vocational – Law Enforcement

11 (8) Career Specialist (Technical Colleges)

12 **(g) Department of Juvenile Justice:** The Department of Juvenile Justice (DJJ) twelve-  
13 month (255 day) calendar will be jointly developed by the DJJ Administrators and  
14 Teachers to ensure the required 240-day instructional calendar and the recommendation  
15 shall be forwarded to the TALC Labor/Management Committee.

16  
17 **(4) FLEXIBLE WORK YEAR:** The contractual work year may be reduced when agreed to by  
18 the teacher and supervisor. The work year may be extended to meet student/ programmatic needs  
19 with advanced notification to TALC and Human Resources. The work year for instructional  
20 personnel scheduled to work longer than 196 days may be adjusted to accommodate instructional  
21 or student needs. Such adjustments shall be determined ten (10) days prior to the last day of the  
22 student year for the following school year, set forth in a written document and signed and dated by  
23 the teacher and principal/supervisor and retained at the school/department. The days shall be  
24 determined in consultation with the teacher; however, the final decision shall be made by the  
25 principal/supervisor to ensure adequate staffing throughout the year.

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

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



1     **7.04 - CHANGES IN SCHEDULE**

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

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

14     **7.05 – VACATIONS:** This section shall apply to all full time twelve (12) month employees in the  
15 TALC bargaining unit.  
16

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

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

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

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

25         **(d)** During days when regular 196 day certified employees are not scheduled to work (non-  
26 duty days) twelve (12) month employees may take vacation time without restriction on the  
27 number of employees on vacation at any given time.  
28

29     **(2) Accrual:** Vacation will not be granted until it is earned. Each employee who has accrued at  
30 least ten (10) days of vacation shall be allowed to take at least two (2) consecutive weeks of  
31 vacation during the calendar year. Each employee who has earned fifteen (15) or more days of  
32 vacation shall be allowed to take at least three (3) consecutive weeks during the calendar year.  
33 Vacation periods greater than three (3) consecutive weeks may be requested by an eligible  
34 employee and shall be subject to the approval of the superintendent.  
35

36     **(3) Increments:** Vacation may be granted in increments of one-half the employees work day,  
37 provided that the request does not disrupt the operation of the work site. All vacation requests  
38 must be submitted to the supervisor at least 24 hours in advance of the requested vacation time.  
39 Requests for vacation time of three or more consecutive weeks shall be submitted at least thirty  
40 (30) days in advance of the requested vacation time.  
41

42     **(4) Requests:** Full time twelve (12) month employees in the TALC bargaining unit, other than  
43 those employees at the Department of Juvenile Justice facility, will submit vacation requests  
44 between January 1st and March 10<sup>th</sup>. Each supervisor shall develop and post a vacation schedule  
45 by March 31<sup>st</sup>. Requests for vacation will be granted based on seniority. The supervisor may deny  
46 vacation requests that disrupt the operation of the school or department. Vacation requests

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

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

9

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

15

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

## ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 - NOTICE:** Within the first sixty (60) days of the teacher’s contract year and prior to  
2 preparing the formal written report of a teacher evaluation required by law, each teacher shall be  
3 informed of the criteria and the procedures to be used in his/her formal observations and  
4 evaluation. Each teacher shall be assessed utilizing the Final Performance Evaluation found on the  
5 District’s Web site, ([www.leeschools.net](http://www.leeschools.net)).  
6

### 7 **8.02 – PROCEDURE**

8  
9 **(1) New Hires and Probationary Contract:** A Performance Evaluation must be conducted twice  
10 (mid-year and final) for a newly hired teacher in the first year of teaching in the school district.  
11 For the purposes of this Article, newly hired means a person that has never taught in the School  
12 District of Lee County. Each Probationary Contract teacher shall be the subject of a formal  
13 observation by an appropriate administrator at least two (2) times each school year. The first formal  
14 observation shall be completed by the first work day of December.  
15

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

24 **(3) Special Instructional:** Other members of the instructional unit, including but not limited to  
25 school counselors, media specialists, school social workers, school psychologists,  
26 Prep/Curriculum specialists, and teachers-on-assignment, will be evaluated by an appropriate  
27 administrator.  
28

29 **(4) Formal Observations:** All formal observations shall be reduced to writing or provided in  
30 electronic format and shall be discussed with the teacher within ten (10) days of the observation.  
31 No later than five (5) days following the discussion, the teacher shall receive a copy, written or  
32 electronic, of the formal observation report after signing to indicate that the report has been  
33 discussed with the teacher. If deficiencies are noted during the observation, the administrator  
34 conducting the observation shall provide the teacher with written recommendations for  
35 improvement. The administrator shall thereafter confer with the teacher and make  
36 recommendations as to specific areas of unsatisfactory performance and provide assistance in  
37 helping to correct such deficiencies within a prescribed period of time. Observations of a teacher’s  
38 performance of duties and responsibilities shall be conducted openly with no intent to conceal such  
39 from the knowledge of the teacher.  
40

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

1 documentation used to support the Final Performance Evaluation shall be given to the teacher  
2 following the administrator's completion of the Final Performance Evaluation.

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

5 (b) **Disagreement:** If a teacher disagrees with the Final Performance Evaluation, he/she  
6 may provide written comments which shall, become part of the Board's file copy of his/her  
7 evaluation report.  
8

9 (6) **Intensive Assistance Program:** Professional Service Contract and Continuing Contract  
10 teachers who receive a total manager's rating or an overall evaluation of "Needs Improvement" or  
11 "Unsatisfactory," will be provided assistance the following school year.  
12

13 (7) **Reappointment Recommendation:** All probationary and annual contract teachers shall be  
14 notified of their reappointment recommendation by the principal/supervisor by May 10.  
15

16 (8) **Deadline:** The date for completion of the teacher's Final Performance Evaluation shall be May  
17 10. These evaluations may be performed earlier when notice of dismissal or non-renewal is given.  
18

19 (9) **Confidentiality:** Comments relating to the observation or evaluation of a teacher's  
20 performance of duties and responsibilities shall be made in private.  
21

22 (10) **Compliance:** For the purpose of this evaluation procedure, the Board's evaluation document  
23 shall include the assessment criteria in Florida Statutes 1012.34(2).  
24

### 25 **8.03 – MENTORING**

26  
27 (1) **Collegial Coach:** Upon receipt of written notice of unsatisfactory evaluation from the  
28 Superintendent during the school year, a teacher may select a collegial coach for the purpose of  
29 providing professional support and feedback. The individual designated as the collegial coach shall  
30 be decided upon mutual agreement between the principal, teacher and collegial coach. The  
31 collegial coach will not participate in the formal evaluation of the teacher. The teacher may request  
32 an opportunity to be considered for a transfer to another school upon written request to the  
33 Superintendent.  
34

35 (2) **New Teachers:** Peer teacher assignments shall be voluntary. Teachers who serve as peer  
36 teachers must complete the Clinical Education Training or its equivalent.

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

40 (b) **Evaluation:** Peer teachers shall be evaluated only on their regular classroom  
41 performance and not on their peer teaching activities.

42 (c) **Compensation:** Peer teacher supplements shall be paid for a minimum of one semester.  
43

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

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

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

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

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

15  
16 **(4) Unsatisfactory:** Less than fifty (50) percent Highly Effective/Effective combined.

## ARTICLE 9 – DISCIPLINARY PROCEDURES

1 **9.01 – PROCEDURE:** Should a complaint be made by a parent/guardian, student or other  
2 individual which may result in disciplinary action against a teacher, the teacher shall be  
3 notified of the complaint in writing, and given an opportunity to be heard by an appropriate  
4 administrator prior to the taking of such action. Such notice shall include a copy of any written  
5 complaint(s) and/or the summary of incidents surrounding the complaint including the name of  
6 the person or persons making the complaint and the nature of the complaint. During this period,  
7 there shall be no record of said complaint placed in the teacher’s personnel file. Prior notice  
8 is waived where evidence available to the Superintendent indicates that the presence of the teacher  
9 may be detrimental to the well-being of students or the learning process. Upon request to the  
10 principal or other immediate supervisor, a teacher shall have the right of representation during  
11 investigatory meetings, conferences, and/or interviews which may lead to disciplinary action.  
12 Nothing herein is intended to preclude the administrator’s right to conduct a thorough and  
13 impartial investigation.

14  
15 **9.02 - OUTCOME:** Any discipline of a teacher including reprimand, disciplinary suspension, or  
16 demotion while under a teaching contract or supplemental contract shall be only for just cause.  
17 Terminations and suspension for the purpose of investigation of charges which might lead to  
18 termination shall be only for just cause as defined in Florida Statutes 1012.33 and shall not be  
19 subject to the grievance procedure. The process for suspension without pay or termination shall be  
20 governed by School Board Policy. The decision of the District not to renew an annual contract  
21 employee shall not be subject to this section.

## ARTICLE 10 – COMPENSATION

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

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

10 **(a) Instructional New Hire Salary Schedule:** Effective the date of ratification, the District  
11 will adopt an Instructional New Hire Salary Schedule in which a maximum of twenty (20)  
12 years of experience credit will count toward starting salary.

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

21  
22 **(2) Instructional Experience:** To be eligible, creditable experience must have been attained after  
23 the person held a valid teaching certificate and a four-year degree except when specified  
24 otherwise by Florida certification rules.

25 **(a) In-State Experience:** All years’ experience in Florida public school districts outside  
26 of Lee County shall be recognized for salary credit.

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

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

36 **(a) Speech Language Pathologist:** A maximum of ten (10) years out-of-state experience  
37 or twenty years of in-state experience, or any combination thereof not to exceed twenty  
38 (20) years.

39 **(b) Occupational Therapist:** A maximum of ten (10) years out-of-state experience or  
40 twenty years of in-state experience, or any combination thereof not to exceed twenty (20)  
41 years.

42 **(c) Physical Therapist:** A maximum of ten (10) years out-of-state experience or twenty  
43 years of in-state experience, or any combination thereof not to exceed twenty (20) years.

44 **(d) Board Certified Behavior Analyst:** A maximum of ten (10) years of out-of-state

1 experience or twenty years of in-state experience, or any combination thereof not to exceed  
2 twenty (20) years.

3 **(e) School Nurse:** A maximum of ten (10) years of out-of-state experience or twenty years  
4 of in-state experience, or any combination thereof not to exceed twenty (20) years.

5 **(f) School Counselor:** A maximum of ten (10) years of combined in-state or out-of-state  
6 experience.

7 **(g) School Psychologist:** A maximum of ten (10) years of combined in-state or out-of-state  
8 experience.

9 **(h) Professional Development/Curriculum Development:** A maximum of ten years of  
10 combined in-state or out-of-state experience. To be eligible, creditable experience must  
11 have been attained after the person held a valid teaching certificate.

12 **(i) Behavior Specialist:** A maximum of ten (10) years of combined in-state or out-of-state  
13 experience.

14 **(j) School Social Worker:** A maximum of five (5) years of combined in-state or out-of-  
15 state experience.

16  
17 **(4) Military Experience:**

18 **(a) Hired in FY93 (1992-1993 school year) or before:** JROTC instructors initially  
19 employed prior to July 1, 1993, shall be placed on the salary schedule at the appropriate  
20 experience level based on actual teaching experience as defined above or six (6) years  
21 of experience credit for military service, or an experience credit in accordance with the  
22 District agreement with the military, whichever is greater.

23 **(b) Hired in FY94 (1993-1994 school year) or after:** Salary for JROTC  
24 instructors initially employed after July 1, 1993, shall be calculated as follows:**(1)**  
25 The amount paid in the last full month of employment for the previous year,  
26 annualized based on the contract year of the individual employee plus, an amount  
27 equal to the increase on the appropriate salary schedule as negotiated for teachers.

28 **(2)** For new JROTC instructors, whose initial date of employment is after June  
29 30 of a given year, salary shall be calculated for the remainder of the initial  
30 contract year at the minimum salary required by the military pay formula or starting  
31 teacher salary, whichever is higher. In subsequent years, the salaries of these  
32 instructors shall be calculated as outlined in Article 10.01(4).

33 **(3)** At no time will a JROTC instructor be paid less than minimum instructor pay  
34 as per the agreement with the District and the military.

35 **(4)** Additionally, instructors who hold advanced degrees would be compensated for  
36 those advanced degrees in accordance with the current teacher salary schedule.  
37 Those instructors who hold a Florida Teaching Certificate, and teach at least two  
38 (2) non-JROTC classes shall be placed on the salary schedule at the appropriate  
39 experience level based on actual teaching experience as defined above or six  
40 (6) years' experience credit for military service, or an experience credit in  
41 accordance with the District agreement with the military, whichever is greater

42  
43 **10.02– SALARY SCHEDULES**

44  
45 **(1) Grandfathered Salary Schedule:** In accordance with Florida Statute, the District has adopted



1 a Grandfathered Salary Schedule for all instructional staff with Continuing Contract or  
2 Professional Services Contract status.

3  
4 **(2) Performance Salary Schedule:** In accordance with Florida Statute, the District has adopted  
5 a Performance Salary Schedule for all instructional staff with Annual Contract or Probationary  
6 Contract status.

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

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

17  
18 **(3) Differential Pay**

19 **(a) Degree Supplements:** For advancement to a higher salary level, the effective date shall  
20 be the date of completion of all requirements for the degree as stated on official  
21 documentation or registrar confirmation. Such advancement shall be initiated upon the  
22 receipt of said documentation in Human Resources.

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

28 **(1) Opportunity Schools – Commitment Form:** Teachers with “effective” or  
29 “highly effective” evaluations that teach in one of the District’s Hard to Staff  
30 Schools as determined by the Hard to Staff School Index, shall receive a  
31 supplement as agreed to by the parties. Those teachers serving at the District’s Hard  
32 to Staff Schools with an “effective” or “highly effective” evaluation, teaching in  
33 a Hard to Staff Subject, as determined by the Hard to Staff Subject Index, shall  
34 receive an additional supplement as agreed upon by the parties. In order to qualify  
35 for a supplement under this paragraph a teacher must sign an agreement stating they  
36 will remain at the school for three (3) school years.

37 **(2) Turnaround School Supplement:** A supplement of \$5,000.00 is available for  
38 all instructional staff assigned to East Lee County High, Manatee Elementary, Ray  
39 V. Pottorf Elementary, Fort Myers Middle Academy, and Colonial Elementary for  
40 FY18 (2017-2018 school year) and FY19 (2018-2019 school year).

41 **(3) Athletics – Post Season Bonus:** The head coach and varsity assistant coaches  
42 shall be paid \$100 per week for coaching any or all of the defined work week during  
43 FHSAA sponsored post-season events. The post season athletic week shall be  
44 defined as Monday through Saturday for supplement calculation purposes. The  
45 TALC salary supplement shall be signed by the employee, the Principal, and the  
46 Athletic/Activities Director. The Athletic/Activities Director shall maintain records  
47 to monitor and authorize payment of the post-season supplements.

1 **10.03 - INCENTIVE AND BONUS PROGRAMS**  
2

3 **(1) Reading Endorsement:** Teachers who obtain their reading endorsement after July 1, 2006,  
4 and teach an intensive reading course at the secondary level (middle and high school) shall be  
5 eligible for a supplement of \$500. Determination of an assignment in intensive reading shall be  
6 made through course identification in accordance with the Florida Course Code Directory or by  
7 the principal.  
8

9 **(2) Certification in a Core Academic Subject**

10 **(a) Tuition Reimbursement:** Teachers who take coursework toward obtaining  
11 certification or re-certification in a Core Academic Subject after July 1, 2006, will be  
12 eligible to apply for tuition reimbursement. Tuition reimbursement will be for no more  
13 than 6 semester hours per year. The amount of tuition reimbursement awarded will be  
14 commensurate with the average credit cost of tuition at a Florida state university. Tuition  
15 reimbursement will occur on a first-come, first-served basis until funds are no longer  
16 available. The process for awarding eligible applicants tuition reimbursement will be  
17 developed and monitored by TALC Labor/Management Committee.

18 **(b) Testing Fee Reimbursement:** Teachers who complete state required certification  
19 tests toward obtaining certification or re-certification in a Core Academic Subject after July  
20 1, 2006, will be eligible to apply for reimbursement for testing fees. Reimbursement will  
21 be for the cost of the test only and will be distributed on a first-come, first-served basis  
22 until funds are no longer available. The process for awarding eligible applicants for testing  
23 fee reimbursement will be developed and monitored by TALC Labor/Management  
24 Committee  
25

26 **(3) Legislative Bonus Programs:** The TALC Labor/Management Committee will develop and  
27 implement by memorandum of understanding all Legislative Bonus Programs.  
28

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

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

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

39 **(3) Professional Development**

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

44 **(b) Attending a Voluntary Training:** Teacher participation in voluntary workshops or  
45 inservice training outside the school year may be paid a Voluntary Training Stipend of \$15

1 per hour of training.  
2

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

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

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

11 **(c) Elementary Teachers**

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

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

18 **(d) Special Instructional Teachers:** School Counselors, Technology Specialists and  
19 Media Specialists and other non-classroom instruction personnel shall be given one (1)  
20 continuous planning/conference time of not less than one instructional period per day for  
21 the purposes of receiving substitute coverage compensation.  
22

## 23 **10.05– PAY DELIVERY**

24  
25 **(1) Pay Delivery System:** Effective July 1, 2016, the District will move to a payment in arrears  
26 system for employee payroll.

27 **(a) Standard Pay Period:** Employees will receive an initial pay check reflecting an  
28 amount equal to the pay period rate multiplied by the percentage of the days worked in the  
29 initial pay period, not to exceed a full pay period rate of pay. Thereafter, paychecks  
30 representing a full pay period rate based on the employee’s annual salary will be issued  
31 semi-monthly.

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

34 **(c) Summer School:** Teachers employed in summer school shall be paid on the last work  
35 day in June provided the teacher has worked at least five (5) days in June, and was  
36 assigned prior to the pre-established personnel cut-off date for processing activity for the  
37 current pay period. Teachers who are assigned after the personnel cut-off date and who  
38 work at least five (5) days during June shall be paid no later than the middle-of-the-  
39 month payroll in July for all days worked through June 30 in the summer school program.  
40 Otherwise, paychecks will be delivered on the last scheduled pay date in July and the  
41 balance paid on the middle-of-the-month payroll in August. The summer school director  
42 will notify, by telephone, all teachers who will not receive a check on the last day in  
43 June. Verification of telephone notification will be confirmed to the teacher in writing.  
44 Teachers employed in summer school shall be paid consistent with the payment in arrears  
45 system for employee payroll.

46 **(d) Payroll Dates:** When the 15th or last day of the month falls on a weekend or holiday,

1 checks will be issued on the last scheduled work day prior to the weekend or holiday.

2  
3 **(2) Payment Method**

4 **(a) Direct Deposit:** Employees shall be paid by automatic direct deposit upon completion  
5 of an application available from the school site or the Payroll Department. Employees  
6 shall be paid by automatic direct deposit for all jobs held in the District. Employees  
7 currently not receiving pay via direct deposit must enroll in the District’s pay card program.  
8

9 **(3) Payment of Teacher Supplements**

10 **(a) Special Instructional Supplements:** Supplements will not be paid until ratification of  
11 the contract covering the school year during which the supplement is provided, or  
12 September 30, whichever is earlier, with the exception of the following supplements:  
13 School Counselor, Agriculture Teacher, School Social Worker, Exceptional Student  
14 Education (ESE) Teacher, Speech-Language Pathologist (SLP), Occupational Therapist  
15 (OT), Physical Therapist (PT), School Nurse (RN), Department of Juvenile Justice (DJJ)  
16 Teacher, School Psychologist, JROTC Instructor, Curriculum/Technology Specialist  
17 (Elementary), Teacher on Special Assignment, and Environmental Education Resource  
18 Teacher.

19 **(b) Arts and Athletic Supplements**

20 **(1) Pro-Rated Supplements:** Supplement for Band Director (High School),  
21 Assistant Band Director, Associate Band Director and Athletic/Activity  
22 Director, shall be initiated when the contract year begins and shall be prorated  
23 for the remainder of the school year.

24 **(2) Payment Options:** Employees who receive seasonal athletic supplements  
25 including cheerleading and middle school intramural sports, have three options for  
26 receiving payment of the supplement:

27 **(a) Lump Sum:** Lump Sum (To be paid at the completion of the  
28 assignment).

29 **(b) During Season Only:** Pay during the season only (Pay will be spread  
30 over the checks paid during the season that is being coached).

31 **(c) Beginning of Season to End of Year:** Beginning of season to end of  
32 year (Pay will begin at the beginning of the season and be spread over the  
33 checks for the remainder of the end of the school year)  
34

35 **10.06 – CHANGES IN BASE SALARY:** Effective July 1, 2017, changes in base salary will be  
36 at a fixed rate based upon a standard work year and work day for a full time employee, i.e. 196  
37 days, 7.6 hours per day, 1.0 FTE, unless otherwise stated. Instructional staff, employed by the  
38 District at the date of ratification of this agreement, will be eligible for an FY18 (2017-2018  
39 school year) salary increase. Changes will be applied in the following order:  
40

41 **(1) Performance Based Pay:** Performance based salary increases will be available to employees  
42 based on classification as “Eligible” or “Ineligible” for Career Ladder Movement. In accordance  
43 with Florida Statute, a greater amount will be provided to the employees in each classification with  
44 a Final Performance Evaluation rating of “Highly Effective.”

45 **(a) Career Ladder Movement - Eligible** Instructional staff who are employed by the  
46 District at the time of ratification and who are eligible for the FY17 Career Ladder

1 Movement will receive an increase in base salary of \$2,200.00 if they received an FY17  
2 Final Performance Evaluation rating of “Highly Effective” and \$1,600.00 if they received  
3 an FY17 Final Performance Evaluation rating of “Effective.”

4 **(b) Career Ladder Movement – Ineligible:** Instructional staff who are employed by the  
5 District at the time of ratification and who are not eligible for the FY17 Career Ladder  
6 Movement will receive an increase in base salary of \$1,200.00 if they received an FY17  
7 Final Performance Evaluation rating of “Highly Effective” and \$600.00 if they received an  
8 FY17 Final Performance Evaluation rating of “Effective.”  
9

10 **(2) Market Adjustment:** In order to address inequities in the salary schedules created by  
11 changes in Florida Statute and economic conditions over the past 15 years, instructional staff  
12 who are employed by the District at the time of ratification will receive a market adjustment  
13 based upon Creditable Years of Experience on record with the District as of the date of ratification.  
14 Eligible employees of comparable classes will receive the same salary increase, with no distinction  
15 to be made regarding salary schedule.

16 **(a)** Instructional staff with 14, 21, or 22 Creditable Years of Experience will receive a base  
17 salary increase of \$300.00.

18 **(b)** Instructional staff with 15 or 23 Creditable Years of Experience will receive a base  
19 salary increase of \$600.00.  
20

21 **(3) Instructional New Hire Salary Schedule:** In order to address inequities in starting salary for  
22 instructional staff that were created by changes in Florida Statute and economic conditions over the  
23 past 15 years, the District will be updating the Instructional New Hire Salary Schedule. Following  
24 all other FY18 salary increases, instructional staff who are employed by the District at the time of  
25 ratification will receive a salary increase to the newly established minimums in accordance with  
26 the FY18 Instructional New Hire Salary Schedule. Salary increases will be based upon Creditable  
27 Years of Experience on record with the District as of the date of ratification and will be retroactive  
28 to the date of ratification. Eligible employees of comparable classes will receive a salary increase  
29 to the same amount, with no distinction to be made regarding salary schedule.  
30

31 **(4) Instructional Supplements:** Eligible instructional staff will receive an increase in pay in  
32 accordance with the FY18 Instructional Supplement Salary Schedule, retroactive to July 1, 2017.

## ARTICLE 11 – BENEFITS

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

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

13 **11.02 – FLEX CREDITS:** Effective April 1, 2018, the Board shall contribute \$7,000.80 into Flex  
14 Credits for each employee who is eligible for Board-Provided Benefits.  
15

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

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

25 **(3) Total Contribution:** The total Board contribution for the benefits listed above shall not exceed  
26 the Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash  
27 from the Flex Credits.  
28

29 **11.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its  
30 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits  
31 included in the Flex Plan may be purchased pre-tax through payroll deduction or with Flex Credits.  
32

33 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for benefits  
34 have the option to waive participation in the Flex Plan within the first thirty (30) days of  
35 employment. Regular employees eligible for benefits are allowed to change their Flex Plan status  
36 during the annual enrollment period or within sixty (60) days following a qualified family status  
37 change. Enrollment in any individual benefit included in the Flex Plan remains binding until the  
38 employee changes his/her benefit election. Such changes may only be made during the Open  
39 Enrollment period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60)  
40 days (to drop a benefit) following a qualified family status change, and must be made on the  
41 appropriate enrollment change form. Changes made during the Open Enrollment period will  
42 become effective the first day of the new benefit plan year.  
43

44 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional medical

1 and/or dependent care Flexible Spending Accounts, which allow those employees to pay for  
2 qualified medical and dependent care expenses with pre-tax payroll deductions. Flex Credits may  
3 not be directed to Flexible Spending Accounts.

4  
5 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance  
6 through the District’s medical plan to each eligible employee. Effective April 1, 2016, the Board  
7 will provide major medical insurance through three (3) Aetna self-insured medical plans: Plan  
8 3769, Plan 5773, and High Deductible Health Plan (HDHP). Such coverage shall become effective  
9 the first of the month following a forty-five (45) day waiting period from date of employment.  
10 The date of employment shall be included as one of the forty-five (45) days.

11  
12 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical  
13 insurance coverage shall be allowed to decline coverage under the School District's medical plan.  
14 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay periods)  
15 of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The Board shall  
16 retain the current Flex Credits contribution amount (less the amounts indicated above) in the  
17 School District's general fund for all employees who decline coverage in FY15, FY16 and FY17.  
18 The Board shall resume contributions to the District’s self-insured medical fund in FY18 unless  
19 the parties agree otherwise in future negotiations.

20  
21 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of group  
22 term life insurance for each eligible employee, with an additional twenty thousand dollars  
23 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the  
24 first of the month following a forty-five (45) day waiting period from date of employment. The  
25 date of employment shall be included as one of the forty-five (45) days.

26  
27 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits  
28 available to all eligible employees. Employees who participate in voluntary benefits must do so at  
29 their own expense or with available Flex Credits. Voluntary benefits shall be recommended by the  
30 Insurance Task Force and approved by the Board.

31  
32 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours per  
33 work week are eligible for the optional group voluntary benefits offered by the Board.

34  
35 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in  
36 an amount not less than one million dollars (\$1,000,000) per occurrence.

37  
38 **11.09 - INSURANCE TASK FORCE:** A joint task force of sixteen (16) members, eight (8) of  
39 whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of whom  
40 shall be appointed by the Associations, representing all affected bargaining units, shall meet. The  
41 joint task force shall review the current insurance programs and workers’ compensation issues. It  
42 will explore alternatives, improvements, changes, and specifications to the existing insurance  
43 programs. In order to be implemented, any committee recommendations that alter the provisions  
44 within this agreement or any of the medical plan benefit description documents shall be  
45 incorporated by reference in the agreements after they have been ratified by both the Board and  
46 the Association.

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

7  
8 **11.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be  
9 transferred out of the fund without the recommendation of the Insurance Task Force.



## ARTICLE 12 – LEAVE

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

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

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

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

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

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

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

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

### 41 **12.02 - TYPES OF LEAVE:**

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

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

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

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

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

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

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

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

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

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

45 **(4) Validity:** A false claim for sick leave shall be deemed cause for employee  
46 discipline up to and including discharge. Where there is any doubt as to the validity

1 of a sick leave claim, the Superintendent may require the employee to file  
2 supporting evidence where personal illness is not involved.

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

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

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

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

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

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

16 **(g) Reinstating Accrued Sick Leave:** When a teacher of the Lee County School District  
17 interrupts service through termination and subsequently returns to employment in the  
18 District without having used his/her Lee County accrued sick leave credit in another Florida  
19 school district, such accrued sick leave credit shall become valid on the first day of  
20 contractual service.

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

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

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

39 **(1) Written Testimony:** The teacher must provide written testimony, in addition  
40 to his/her testimony, that his/her injury was received in the line of duty.

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

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

46 **(b) Illness-In-Line-Of-Duty Eligibility:** In order to be considered for illness-in-line-of-

1 duty leave, the following conditions must be met:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 (2) **Verbal Statement:** provide the supervisor verbally with a  
9 reason for the request so that the supervisor may try to accommodate  
10 the needs of the teacher when the request, based on the reasons  
11 given, is a situation that cannot be controlled by the employee or  
12 postponed to another time. (Some examples of this would be: family  
13 weddings, court appearances, etc.) The reported reason will not be  
14 recorded on the leave request form and will be held in confidence.

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

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

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

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

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

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

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

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

45 (c) **Resign:** resign

46 (5) **Return from Board Approved Extended Personal Leave:** Employees on

1 Board approved leave without pay of more than 30 days must notify their principal  
2 or supervisor in writing no later than twenty (20) work days prior to the last day of  
3 the extended leave of their intent to:

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

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

6 (c) **Resign:** resign

7 (6) **Job Restoration:** Upon return from an extended leave, an employee shall be  
8 restored to the same or an equivalent position. An equivalent position must be at  
9 the same pay, benefits, and working conditions, include the same privileges,  
10 prerequisites and status, and involve the same or substantially similar duties and  
11 responsibilities. The equivalent position must be located at the same or  
12 geographically proximate work site unless the employee's request for transfer has  
13 been accepted.  
14

15 (4) **Maternity Leave:** All full-time teachers shall be eligible for maternity leave. The teacher shall  
16 submit a written request for maternity leave to the Superintendent. The leave request shall include  
17 the date leave is to commence as determined by the teacher in consultation with her licensed  
18 provider. Except in the case of an emergency, a request for maternity leave shall be made at least  
19 thirty (30) calendar days prior to the date on which the leave is to begin. Maternity leave shall be  
20 without pay except that the teacher must file a claim to use accrued sick leave during that period  
21 of the leave for which a medical disability exists. The teacher must submit a licensed provider's  
22 statement indicating the number of days a medical disability exists. Approval of a claim for  
23 maternity leave shall be contingent upon certification of pregnancy by a licensed medical provider.  
24 In the event that the leave request does not specify a return date, the teacher shall notify the  
25 Superintendent at least twenty (20) working days prior to her intended return date. Such notice  
26 shall be given no later than April 1 in order for the teacher to be considered for return to duty that  
27 school year. The teacher may return to duty on the date requested upon receipt by the  
28 Superintendent of certification from a licensed provider stating that she is physically capable of  
29 performing her job. In the event that leave is approved by the Board effective on or after the first  
30 day of the fourth quarter of a school year, a request for the next fiscal year shall not extend beyond  
31 the end of the first semester.  
32

33 (5) **Military Leave:** Military leave shall be granted in accordance with applicable state and federal  
34 law. Nothing herein shall be construed to expand any military leave privileges other than those  
35 provided by applicable state and federal law.  
36

37 (6) **Jury Duty Leave:** Any regular teacher, including those employed expressly for summer  
38 school, who is summoned as a member of a jury panel shall be granted temporary duty leave with  
39 pay. The Board shall not reimburse the teacher for meals, lodging and travel expenses incurred  
40 while serving as a juror. Jury fees paid by the court for such purpose may be retained by the teacher.  
41

42 (7) **Witness Leave:** When a teacher is subpoenaed, he/she may be granted temporary duty leave.  
43 In no case shall temporary duty with pay be granted for court attendance when an employee is  
44 engaged as a party to the litigation. The teacher may retain any fees received from the court. In the  
45 event no fees are received from the court and the teacher is representing the Board as a witness or  
46 a defendant, he/she will be eligible to be paid per diem and travel expenses, where applicable,

1 upon filing an official request for reimbursement.

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

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

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

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

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

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

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

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

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

27 **(i) Compensation:** Employees granted extended professional leave shall receive fifty  
28 (50%) percent of their base salary while on said leave.

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

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

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

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

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

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

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

44  
45 **(9) Temporary Duty Leave:** Upon the approval of the Superintendent, a teacher may be assigned  
46 to be temporarily away from his/her regular duties and/or place of employment for the purpose of

1 performing other educational services, including but not limited to participation in surveys,  
2 professional meetings, study courses, workshops, professional organizational meetings, and  
3 similar services of direct and long-term benefit to the educational program. Such assignment may  
4 be initiated by the principal or other immediate supervisor, the Superintendent or by the individual  
5 who desires the temporary duty. Temporary duty, when approved by the Superintendent, shall be  
6 with full compensation of salary. Each request for temporary duty shall be filed with the teacher's  
7 principal or other immediate supervisor as early as possible but at least one (1) week in advance  
8 of the effective date of the temporary duty. In the event that temporary duty leave is denied, the  
9 administrator denying the leave shall provide the reasons for the denial in writing to the teacher at  
10 the time of denial.

11 **(a) Summer Coursework:** Employees enrolled in a degree-seeking program may be  
12 eligible to apply for temporary duty leave of up to a total of five (5) days during pre- or  
13 post-school planning as needed to attend summer school classes for completion of the  
14 degree. Application for this leave must be submitted at least twenty (20) days prior to the  
15 close of the teacher's work year and will be subject to review and approval by the  
16 professional leave committee as defined in Article 12.02(8).  
17

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

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

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

40 **(c) Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve (12)  
41 work weeks of FMLA leave in a 12-month period, to be measured backwards from the  
42 commencement date the employee uses FMLA leave. An eligible employee taking leave  
43 under Article 12.02(10)(b) shall be permitted to take up to 26 work weeks of leave in a  
44 12-month period.

45 **(d) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken  
46 intermittently whenever it is medically necessary to take care of a seriously ill spouse, child



1 or parent of the employee, or because of the employee's own serious health condition  
2 making the employee unable to work. Intermittent leave may be taken in increments of one  
3 or more days or partial days. Certification of the need for intermittent leave, and the leave  
4 schedule, shall be provided by the health care provider. Employees needing intermittent  
5 FMLA leave must attempt to schedule their leave so as to minimize disruption to the  
6 District's operations. The District may assign an employee to an alternative position on a  
7 temporary basis with equivalent pay and benefits that better accommodates the employee's  
8 intermittent leave schedule. Intermittent FMLA leave must be requested by the employee  
9 in writing at least thirty (30) days in advance, or as soon as is practicable.

10 **(e) Maintenance of Group Medical Insurance:** The Board shall maintain an employee's  
11 medical insurance coverage during FMLA leave to the same extent coverage was provided  
12 to the employee prior to taking FMLA leave, for a period not to exceed twelve (12) weeks  
13 during the applicable twelve (12) month period and for 26 weeks during the applicable  
14 twelve (12) month period if eligible for leave under Article 12.02(10)(b). Medical  
15 insurance premiums which had been paid by the employee prior to FMLA leave for any  
16 dependent coverage must continue to be paid by the employee during the FMLA leave  
17 period. If such payments are not made by the employee, the dependent's insurance  
18 coverage will lapse and no benefits will be paid for claims incurred while the policy has  
19 lapsed. When the employee is reinstated, and payroll deduction of dependent's premiums  
20 resumes, the dependent's insurance will be reinstated with the same coverage as prior to  
21 the lapse.

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

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

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

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

46 **(j) Medical Certification:** Employees requesting FMLA leave due to a serious health

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

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

21  
22 **12.03 - INSURANCE COVERAGE:** The insurance coverage of any employee who is granted a  
23 leave terminates on the first scheduled pay day that the employee does not receive a paycheck,  
24 except as otherwise provided by law or this agreement. To continue insurance coverage during  
25 the leave period, the employee must remit all premiums due thereafter when permitted.

#### 26 27 **12.04-TERMINAL PAY BENEFITS**

28  
29 **(1) Eligibility:** A regular full-time teacher, upon application, after ten years of creditable service  
30 in a retirement plan established by the Florida Legislature, shall be entitled to terminal pay at the  
31 time of:

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

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

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

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

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

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

46 **(b) Four to Six District Years:** during the years of service four through six (4-6) in the

1 District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times  
2 the base rate of pay

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

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

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

12  
13 **(3) Qualification:** Any teacher entitled to terminal pay benefits shall have been under contract to  
14 render services for the period immediately preceding termination of employment and shall not be  
15 under suspension from duty except for reasons pertaining to health, or have any charges pending  
16 which could result in dismissal from employment.

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

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

25 **(b) Termination of Plan Participation:** Bargaining Unit Participation in the Plan may be  
26 terminated with the approval of the Association and the District.

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

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

36  
37 **12.05 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a pool of  
38 emergency sick leave days from which contributors may draw after their own accumulated sick  
39 leave has been exhausted. Nothing in this section shall be interpreted to change any of the  
40 provisions in other sections of this Article except as it provides for additional days of sick leave  
41 with pay for members of the SLB. The District has several Sick Leave Banks. When a Sick Leave  
42 Bank member changes positions which would require a change to a new Sick Leave Bank, that  
43 person shall be treated as a new member and must give up one sick day for membership in the new  
44 bank. However, if the member has donated a day within the same fiscal year, that day may be  
45 transferred to the new bank.

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

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

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

5 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October 15.  
6

7 **(2) Application:** Application forms for membership shall be provided to teachers at their school  
8 centers during preschool planning days. Sick leave days donated to the bank will not be returned  
9 except as hereafter provided.  
10

11 **(3) Contribution:** In the event the number of days in the SLB balance falls below thirty percent  
12 (30%) of the number of SLB members, each member of the SLB shall be required to contribute  
13 one (1) day, from their own accumulated sick leave to the SLB. In the event an SLB member  
14 cannot contribute an additional day due to leave exhaustion, and he/she is not currently drawing  
15 from the SLB, the additional day automatically shall be the next accrued sick leave day.  
16

17 **(4) Duration:** If membership in the bank and the number of days in the bank should fall below  
18 three hundred (300), the bank shall be discontinued and days remaining in the bank shall be  
19 distributed as provided elsewhere in this section.  
20

21 **(5) Administration:** The SLB will be administered by Human Resources. Forms may be obtained  
22 by participating teachers from Human Resources or work site. An Overview Committee consisting  
23 of two (2) representatives appointed by the Superintendent and two (2) representatives appointed  
24 by the Association shall be formed to review the administration of the bank, investigate alleged  
25 abuses, and determine eligibility as set forth in Article 12.05(1). Committee members shall be  
26 provided a quarterly report showing the number of SLB members, balance of days, and number of  
27 applications for withdrawals.  
28

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

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

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

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

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

45 **(b) Second Extended Leave:** In the event of a continuing or second catastrophic illness of  
46 a participating employee which occurs within one calendar year of the date the employee

1 returned to work after utilizing the Sick Leave Bank and the employee is approved for sick  
2 leave benefits, the ten (10) days of unpaid leave shall be waived.

3 **(c) Request Denial:** Questions raised by Human Resources concerning the eligibility of  
4 an employee to receive benefits will be reviewed by the Overview Committee which will  
5 make the final determination as to eligibility for benefits. In cases denied, the Overview  
6 Committee shall provide, in writing, reason(s) for such denial. The applicant may appeal  
7 his/her request to the committee for reconsideration within ten (10) days from receipt of  
8 denial. The Overview Committee's determination is not subject to the grievance procedure  
9 and arbitration.

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

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

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

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

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

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

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

41  
42 **(9) Hold Harmless:** The Association, its officers, agents, and members of the bargaining unit will  
43 hold the Board, its officers and agents harmless for the cost and results of any action which may  
44 be brought by any of its members, group or groups of members, members of the bargaining unit,  
45 or agencies of law, with respect to the establishment, administration or expenditure of the assets  
46 of the SLB.

1 **12.06 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,  
2 earned sick leave to his or her spouse (person to whom the donor employee is legally married at  
3 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of the  
4 donor employee), or sibling (brother or sister of the donor employee, but not step-sister or step-  
5 brother) who is also a regular part-time or full-time district employee (not a temporary employee  
6 or substitute).

7  
8 **(1) Transfer:** The transfer of sick leave is subject to the following limitations and conditions:

9 **(a) Administration:** The transfer of sick leave will be administered by the Payroll  
10 Department. Employees wishing to donate sick leave shall request the transfer in writing  
11 to the Payroll Department. The letter of request must include the total hours requested for  
12 transfer, name, and social security number of the intended recipient, the work location of  
13 the intended recipient, the relationship of the intended recipient to the employee donating  
14 the sick leave, and the social security number and work location of the employee writing  
15 the letter of request for transfer of sick leave hours.

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

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

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

23 **(e) Recipient Eligibility:** The recipient may not use donated sick leave until all of his or  
24 her accumulated sick and vacation leave is depleted.

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

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

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

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

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

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

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

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

44  
45 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit shall hold  
46 the Board, its officers, employees and agents harmless from any and all claims which may be

- 1 brought by any of its members of the unit or authorized litigant with the establishment or
- 2 administration of the shared sick leave policy.

## ARTICLE 13 – PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** The parties to the Agreement endorse the concept of providing  
2 opportunities for teachers to participate in decisions that affect their classroom, school or  
3 department.  
4

5 **(1) TALC Labor/Management Committee:** The committee shall meet on a regularly scheduled  
6 basis to assure the successful implementation of the labor contract.

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

9 **(b) Purpose:** To carry out a successful implementation of the contract. This committee  
10 shall be responsible for the coordination of all other contractual committees and task forces.  
11 Contractual committees, task forces, and any other ad hoc committees established for a  
12 specific purpose by the TALC Labor/Management Committee shall make every reasonable  
13 effort to avoid meeting during student contact time, while recognizing the need in some  
14 cases to meet during the regular work day.  
15

16 **13.02 – PARAMETERS:** The TALC Labor/Management Committee shall review the parameters  
17 for decision making to include but not be limited to budgets, instructional materials, personnel, and  
18 curriculum design.  
19

20 **13.03 – SCHOOL COMMITTEES:** Teachers that serve on Participatory Decision Making  
21 committees in individual schools will be selected by the teachers in that school by secret ballot  
22 counted by the Association’s designated representative(s) and the Board representative(s).  
23

24 **(1) Discontinuation:** Each participating school shall establish procedures whereby employees  
25 within the school may choose not to continue in the program for an ensuing year. Such procedures  
26 shall be forwarded to the TALC Labor/Management Committee prior to initiating the procedures  
27 for discontinuation of Participatory Decision Making.  
28

### 29 **13.04 – WAIVERS AND DEVIATIONS**

30

31 **(1) Voting:** The waiver process shall include an opportunity for all teachers to review the waiver,  
32 share their opinion regarding the deviations requested and to vote by secret ballot. Such a waiver  
33 decision shall not be implemented in any school without at least an 80% concurrence of the  
34 teachers. The Association’s designated representative(s) and the District’s representative(s) shall  
35 count the ballots.  
36

37 **(2) Waivers:** All schools can request a waiver of contract language. The TALC  
38 Labor/Management Committee shall develop a process for waivers of contractual provisions. Prior  
39 to implementation of any waiver it must be reviewed and approved by a committee consisting  
40 of District representatives and representatives of the TALC Executive Board and by the School  
41 Board.  
42

43 **(3) Deviations:** Schools that choose to participate in a Participatory Decision Making program  
44 shall be permitted to deviate from Article 5 (General Employment Practices), Article 6 (Working



1 Conditions), and Article 7 (Work Schedule). All other terms and conditions of this Agreement  
2 shall not be altered, modified or deviated from except with the express written consent of the  
3 Association. If a Participatory Decision Making program requires a deviation from the  
4 Agreement, the decision making process shall include an opportunity for all teachers to share their  
5 opinion. Such a decision shall not be implemented in any school without at least an 80%  
6 concurrence of the teachers.

## ARTICLE 14 – ACCEPTANCE, DURATION, AND REOPENING

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

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

14  
15 **14.03 – DURATION:** The length of this contract is three (3) years (FY16-FY18) with annual re-  
16 openers during FY16, FY17, and FY18. Re-openers are restricted to two (2) articles per party in  
17 addition to Compensation (Article 10) and Benefits (Article 11). The parties agree to commence  
18 negotiations for a successor agreement no later than June 30, 2017. The parties agree to use the  
19 Interest Based process. The TALC Labor/Management Committee shall meet in April to  
20 determine the design, training and schedule for bargaining. Bargaining team members shall receive  
21 temporary duty leave as required for the purpose of attending to bargaining related duties. The  
22 terms of the Contract are for three (3) years.

23  
24 **14.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered, changed,  
25 added to, deleted from, or modified only through the voluntary mutual consent of the Parties in a  
26 written and signed amendment executed according to the provisions of this Agreement.

27  
28 **14.05 – SEVERABILITY:** Should any article, section or clause of this Agreement be declared  
29 illegal by a court of competent jurisdiction or as a result of state or federal legislation which validly  
30 affects the enforceability or application of such article, section or clause, the parties shall meet to  
31 modify such article, section or clause to the extent necessary to bring it into legal compliance. The  
32 remaining articles, sections and clauses shall remain in full force and effect for the duration of this  
33 Agreement.

34  
35 **14.06 - EXPIRATION** This Agreement, together with all the terms, conditions and effects  
36 thereof, shall expire on June 30, 2018, and in no event shall any other provisions of this Agreement  
37 contravene the expiration of this agreement.

FY16, FY17, FY18 TALC Collective Bargaining Agreement

This Agreement between The School District of Lee County and The Teachers Association of Lee County is signed this 13<sup>th</sup> day of February, 2018.

The Teachers Association  
of Lee County



Mark J. Castellano  
President

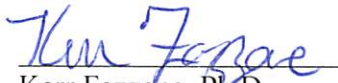
2/13/18  
Date

The School District  
of Lee County



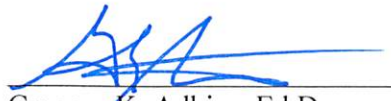
Cathleen O'Daniel Morgan  
School Board Chairman

2/13/18  
Date



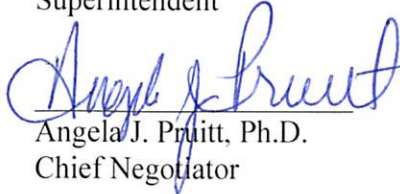
Kerr Fazzone, Ph.D.  
Chief Negotiator

2/13/18  
Date



Gregory K. Adkins, Ed.D.  
Superintendent

2/13/18  
Date



Angela J. Pruitt, Ph.D.  
Chief Negotiator

2/13/18  
Date

APPROVED

FEB 13 2018

SCHOOL BOARD OF  
LEE COUNTY



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

MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers Association of Lee County (TALC) and The School District of Lee County relating to Article 7 (Work Schedule) of the Collective Bargaining Agreement.

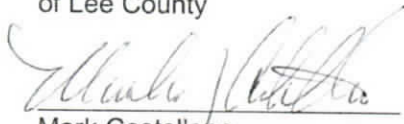
The parties involved desire to enter into an agreement in which work schedules for instructional staff are adjusted to allow for appropriate make-up of instructional time missed as a result of the State of Florida's denial of a District waiver request.

Beginning January 8, 2018, fourth and fifth grade teachers at District schools that are designated as the State of Florida's Lowest 300 will be required to work an additional 15 minutes per day for the remainder of the 2017-2018 school year. This adjustment in work schedules allows the District to avoid changes to the student school year and transportation schedules, which limits the impact to students and District operations.

This agreement will be effective on signing and remain so until May 30, 2018, the last day of the 2017-2018 school year.


Agreed to:

The Teachers Association  
of Lee County

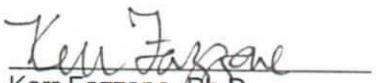
  
Mark Castellano  
President

12/11/17  
Date

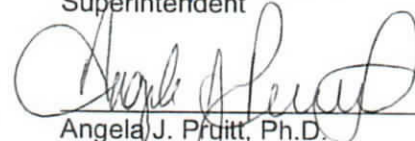
The School District of Lee County

  
Gregory K. Adkins, Ed.D.  
Superintendent

12/12/17  
Date

  
Kerr Fazzone, Ph.D.  
Chief Negotiator

12/11/17  
Date

  
Angela J. Pruitt, Ph.D.  
Chief Negotiator

12/11/17  
Date

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM



## MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers Association of Lee County (TALC) and The School District of Lee County entered into on January 17, 2018, and relating to Article 10.02(3)(b)(1) (Opportunity Schools – Commitment Form) of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement in which the terms for the Opportunity School Supplement Program are clarified, including the requirements for supplement eligibility and appeal of repayment.

- 1. Program:** The Opportunity School Supplement Program is a three year program offering supplements to eligible instructional staff. In FY17 (2016-2017 school year), the program replaced the Hard to Staff Schools supplement. The Opportunity School Supplement Program will sunset June 30, 2019.
- 2. Supplements:** The program includes three supplements, which are offered on an annual basis and are paid in April of each year. The supplements include the Opportunity School supplement, the Opportunity School – Subject supplement, and the Opportunity School – Highly Effective for Two Consecutive Years supplement. These supplements are distinct from Recruitment Incentives offered to employees recruited to work at an Opportunity School.
- 3. Eligibility:** In order to be eligible for the Opportunity School supplement, an employee must be a classroom teacher who is assigned students, must have signed a Commitment Form, must have received a Final Performance Evaluation rating of “Highly Effective” or “Effective” for the prior school year, and must be present at the same Opportunity School for the FTE 2 and FTE 3 surveys for the current year.

In order to be eligible for the Opportunity School – Subject supplement, an employee must be instructional staff assigned to an Opportunity School – Subject, must have signed a Commitment Form, must have received a Final Performance Evaluation rating of “Highly Effective” or “Effective” for the prior school year, and must be present at the same Opportunity School for the FTE 2 and FTE 3 surveys for the current school year.

In order to be eligible for the Opportunity School – Highly Effective for Two Consecutive Years supplement, an employee must be instructional staff, must have signed a Commitment Form, must have received a Final Performance Evaluation rating of “Highly Effective” for the prior two school years, and must be present at the same Opportunity School for the FTE 2 and FTE 3 surveys for the current school year.



MEMORANDUM OF UNDERSTANDING

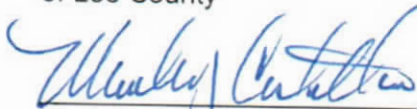
4. **Commitment Form:** In order to address concerns relative to the communication of eligibility requirements, the manageability of the program, and the efficacy of the program, all employees assigned to an Opportunity School will be eligible to sign a Commitment Form until the close of business on February 28, 2018. Effective March 1, 2018, employees will no longer be able to sign a Commitment Form.
5. **Appeal:** Effective March 1, 2018, employees will no longer be able to request an appeal of the repayment of funds received. If an employee who has signed a Commitment Form leaves the Opportunity School to which they are assigned prior to June 30, 2019, they will be required to repay \$500.00.
6. **Sustainability:** TALC and the District have agreed to the formation of a Turnaround Schools Committee to begin identifying ways in which to serve the needs of students assigned to schools with Differentiated Accountability (DA) status, schools with a Tier III designation, and/or schools identified by the Hard to Staff index.
7. **Turnaround School Supplement:** Effective July 1, 2018, the five schools receiving Turnaround School supplements will be removed from the Opportunity School Supplement program. Instructional staff assigned to these schools will be eligible to receive a maximum of \$5,000.00 in FY18 (2017-2018 school year). Employees at these schools who are eligible for the Opportunity School Supplement will receive a minimum of \$2,100.00 in FY18.

This agreement will be effective upon signing and remain so until July 1, 2019.


Agreed to:

The Teachers Association  
of Lee County

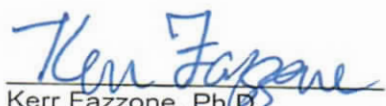
The School District of Lee County

  
 Mark Castellano  
President

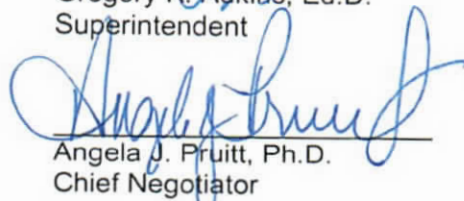
1/17/18  
Date

  
 Gregory K. Adkins, Ed.D.  
Superintendent

1/18/18  
Date

  
 Kerr Fazzone, Ph.D.  
Service Unit Director

1/17/18  
Date

  
 Angela J. Pruitt, Ph.D.  
Chief Negotiator

1-17-18  
Date



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

MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers Association of Lee County (TALC) and The School District of Lee County entered into on October 14, 2017, and relating to Article 12.05 (Sick Leave Bank) of the Collective Bargaining Agreement.

The parties involved desire to enter into an agreement in which the continuation of the Sick Leave Bank is supported by increased membership and member contributions.

As of July 1, 2017, the number of days in the TALC Sick Leave Bank had fallen below thirty percent (30%) of the number of TALC Sick Leave Bank members, each member of the bank must contribute from his/her accumulated sick leave to the TALC Sick Leave Bank. TALC Sick Leave Bank members who cannot contribute an additional day due to leave exhaustion and who are not currently utilizing the benefits of the TALC Sick Leave Bank, shall automatically contribute upon accrual.

During the week of October 16, 2017, action will be taken to transfer two (2) days from the sick leave records of individual members into the TALC Sick Leave Bank. Changes will be reflected on the October 31, 2017 sick leave balance of TALC Sick Leave Bank members.


Continued efforts will be made to advertise the TALC Sick Leave Bank to employees and the parties agree to an additional or extended TALC Sick Leave Bank enrollment period for FY18 (2017-2018 school year).

This agreement will be effective upon signing and remain so until July 1, 2018.


Agreed to:

The Teachers Association  
of Lee County

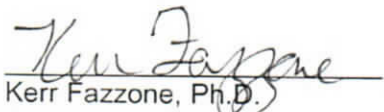
The School District of Lee County

  
Mark Castellano  
President

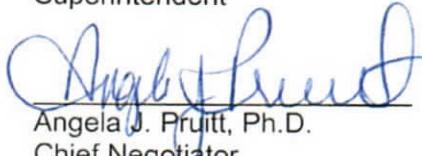
11/20/17  
Date

  
Gregory K. Adkins, Ed.D.  
Superintendent

11/22/17  
Date

  
Kerr Fazzone, Ph.D.  
Service Unit Director

11/20/17  
Date

  
Angela J. Pruitt, Ph.D.  
Chief Negotiator

11/20/17  
Date

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM



## MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding (MOU) between The Teachers Association of Lee County (TALC) and The School District of Lee County entered into on January 17, 2018, and relating to the Appendices of the Collective Bargaining Agreement.


The parties involved desire to enter into an agreement that clarifies information included in Appendix C and Appendix D, and allows for Appendix E to be amended to reflect changes resulting from the FY18 Instructional Supplement job study.

- 1. Appendix C:** Appendix C applies only to the establishment of starting salaries and the awarding of Experience Credit in accordance with Article 10.01. Florida Statute 1012.22 prevents the use of a grade/step salary schedule for instructional staff with Annual Contract status.
- 2. Appendix D:** Appendix D will be removed from the final publication of the TALC Contract and will instead be attached to this MOU. Appendix D is a report of actual salary ranges, not an estimate of future salary ranges. All salary increases must be collectively bargained. External economic factors have inhibited TALC and the District's ability to negotiate a multi-year compensation plan.
- 3. Appendix E:** Appendix E will be updated prior to the May 15 deadline for advertising supplement vacancies in accordance with Article 5.06(1)(d). The amendment date will be noted and all updated job descriptions will be posted on the District's website.

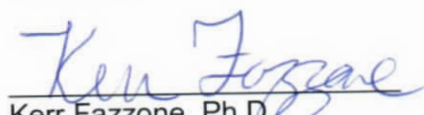
This agreement will be effective upon signing and remain so until ratification of a subsequent Collective Bargaining Agreement.

Agreed to:

The Teachers Association  
of Lee County

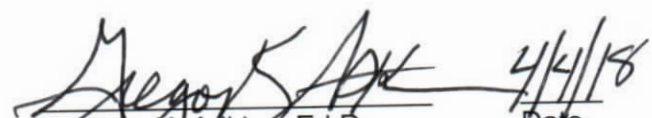
  
Mark Castellano  
President

3/29/18  
Date


  
Kerr Fazzone, Ph.D.  
Service Unit Director

Date

The School District of Lee County

  
Gregory K. Adkins, Ed.D.  
Superintendent

4/4/18  
Date

  
Angela J. Pruitt, Ph.D.  
Chief Negotiator

3/29/18  
Date



**Appendix D:** Appendix D is a report of actual salary ranges, not an estimate of future salary ranges. All salary increases must be collectively bargained. External economic factors have inhibited TALC and the District's ability to negotiate a multi-year compensation plan.

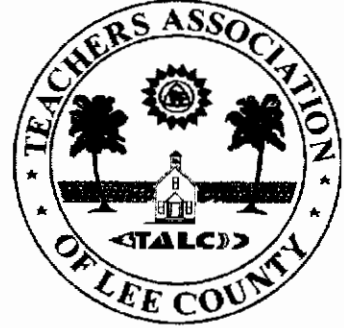
<b>Performance Salary Table</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>Apprentice</b>	\$ 40,000	\$ 49,500
<b>Career</b>	\$ 42,500	\$ 55,000
<b>Accomplished</b>	\$ 48,000	\$ 71,000
<b>Grandfathered Salary Table</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>0-5</b>	NA	NA
<b>6-10</b>	\$ 45,000	\$ 51,000
<b>11-15</b>	\$ 45,500	\$ 54,500
<b>16-20</b>	\$ 48,500	\$ 58,500
<b>21-25</b>	\$ 52,500	\$ 60,000
<b>25+</b>	\$ 57,000	\$ 72,500

Updated 3/12/2018

# Teachers Association of Lee County (TALC)

Affiliated with the **Florida Education Association**

6281 Metro Plantation Rd.  
Fort Myers, FL 33966  
(239) 275-8252



<b>School or Work Site</b>

<b>Social Security Number</b>		
<b>District Identification # (DID)</b>		

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

<i>Subject taught</i>	<i>Position</i>	<i>Gender</i>	<i>Ethnicity</i>	<i>Date of birth</i>

**Check one:**

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

**Cash Member.** I hereby agree to pay to the Association the dues and assessments described above and as may be prescribed by the Association and certified to the School Board for each year thereafter.

---

**Member's Signature** **Date** **Local Assoc. Representative**

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
GRIEVANCE REPORT FORM**

**Grievant(s):** \_\_\_\_\_  
**School/Department:** \_\_\_\_\_  
**Job Classification:** \_\_\_\_\_

**Grievance Filed With:** \_\_\_\_\_  
**Counsel/Union Representative:** \_\_\_\_\_

**Date of Action Causing Grievance:** \_\_\_\_\_

**Date Filed:** \_\_\_\_\_

**Hearing Held:** \_\_\_\_\_

**Article(s) Grievated:** \_\_\_\_\_

**Statement of Grievance by the Grievant(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disposition:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant or Representative**

\_\_\_\_\_  
**Date**

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

## FY18 New Hire Salary Schedule

(Effective February 14, 2018)

<b>Years of Creditable Experience</b>	<b>Base Salary</b>
0	\$40,000.00
1	\$40,500.00
2	\$41,000.00
3	\$41,500.00
4	\$42,000.00
5	\$42,500.00
6	\$43,000.00
7	\$43,500.00
8	\$44,000.00
9	\$44,500.00
10	\$45,000.00
11	\$45,500.00
12	\$46,000.00
13	\$46,500.00
14	\$47,000.00
15	\$47,500.00
16	\$48,000.00
17	\$48,500.00
18	\$49,000.00
19	\$49,500.00
20+	\$50,000.00

## FY18 INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE

\*Supplement amounts are calculated by multiplying the index by minimum base salary for FY18 (2017-18 school year): \$40,000.00

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

ACADEMIC / ADMINISTRATIVE	Index*	FY18 Amount												
<b>LEADERSHIP</b>														
<b>Academic Competition Coach</b>														
High School (7) - Math, Science, Social Studies, Language Arts, Foreign Language, Forensics, and 1 Non-Departmental	2.0%	\$ 800.00												
High School - Assistant Academic Competition Coach	1.0%	\$ 400.00												
Middle School (7) - Math, Science, Social Studies, Language Arts, Foreign Language, Forensics, and 1 Non-Departmental	2.0%	\$ 800.00												
Elementary School (4)	1.5%	\$ 600.00												
<b>Department Chairperson (High School and Middle School): (number of full-time instructional units* per department)</b>														
1-3 units	2.0%	\$ 800.00												
4-6 units	2.5%	\$ 1,000.00												
7-9 units	3.0%	\$ 1,200.00												
10 or more units	3.5%	\$ 1,400.00												
<b>Grade Level Chairperson (Elementary School)</b>														
Regular Classroom (exclusive of school counselor, ESE, etc.)	2.0%	\$ 800.00												
Specials Chairperson (1 per Elementary School)	2.0%	\$ 800.00												
<b>School Improvement Plan (SIP) Coordinator (if elected)</b>	1.5%	\$ 600.00												
<b>Team Leader (Middle)</b>														
1-3 units	2.0%	\$ 800.00												
4-6 units	2.5%	\$ 1,000.00												
7-9 units	3.0%	\$ 1,200.00												
10 or more units	3.5%	\$ 1,400.00												
<b>District Wide</b>														
<b>District Science Fair Director</b>	3.5%	\$ 1,400.00												
<b>District Subject Area Specialist</b>	6.0%	\$ 2,400.00												
<b>District Support</b>														
<b>ESE Contact Person (Elementary School)</b>														
1-3 full-time ESE instructional units per school	1.5%	\$ 600.00												
4-6 full-time ESE instructional units per school	2.0%	\$ 800.00												
7-9 full-time ESE instructional units per school	2.5%	\$ 1,000.00												
10+ full-time ESE instructional units per school	3.0%	\$ 1,200.00												
<b>ESOL Contact Person</b>														
Student Contact: 0 - 175	2.0%	\$ 800.00												
Student Contact: 176 - 275	2.5%	\$ 1,000.00												
Student Contact: 276+	3.0%	\$ 1,200.00												
<b>Equity Coordinator:</b>														
1-20 full-time instructional units per school	1.0%	\$ 400.00												
21+ full-time instructional units per school	1.5%	\$ 600.00												
<b>Faculty Environmental Education Coordinator:</b>														
1-20 full-time instructional units per school	1.0%	\$ 400.00												
20+ full time instructional units per school	1.5%	\$ 600.00												
<b>Gifted Assessment Team Contact Person (Elementary School) (Starting in FY19)</b>	1.0%	\$ 400.00												
<b>PBS Contact Person (Elementary School) (Starting in FY19)</b>	1.0%	\$ 400.00												
<b>Safety-Security Supervisor</b>	2.0%	\$ 800.00												
Supplements per school based on enrollment:														
<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Elementary</td> <td style="text-align: center;">Middle</td> <td style="text-align: center;">High</td> </tr> <tr> <td style="text-align: center;">Up to 500 = 1</td> <td style="text-align: center;">Up to 500 = 1</td> <td style="text-align: center;">Up to 1,799 = 2</td> </tr> <tr> <td style="text-align: center;">500 - 1,000 = 2</td> <td style="text-align: center;">500 - 1,000 = 2</td> <td style="text-align: center;">Above 1,799 = 3</td> </tr> <tr> <td style="text-align: center;">Above 1,000 = 3</td> <td style="text-align: center;">Above 1,000 = 3</td> <td></td> </tr> </table>	Elementary	Middle	High	Up to 500 = 1	Up to 500 = 1	Up to 1,799 = 2	500 - 1,000 = 2	500 - 1,000 = 2	Above 1,799 = 3	Above 1,000 = 3	Above 1,000 = 3			
Elementary	Middle	High												
Up to 500 = 1	Up to 500 = 1	Up to 1,799 = 2												
500 - 1,000 = 2	500 - 1,000 = 2	Above 1,799 = 3												
Above 1,000 = 3	Above 1,000 = 3													
<b>School Based Science Fair Director</b>														
High School	1.5%	\$ 600.00												
Middle School	1.5%	\$ 600.00												
Elementary School	1.0%	\$ 400.00												
<b>School In-Service Representative</b>	1.0%	\$ 400.00												
<b>Testing Coordinator (to include Hospital Homebound Coordinator)</b>														
1 - 500 Students	3.0%	\$ 1,200.00												
501 - 1,000 Students	3.5%	\$ 1,400.00												
1,001 - 1,500 Students	4.0%	\$ 1,600.00												
1501+ Students	5.5%	\$ 2,200.00												
<b>Assistant Testing Coordinator</b>	2.5%	\$ 1,000.00												
501-1000 Students = 1 Assistant Testing Coordinator														
1001-1500 Students = 2 Assistant Testing Coordinators														
1501+ Students = 3 Assistant Testing Coordinators														
<b>Communications Contact Person</b>	1.0%	\$ 400.00												
*Five sections are equal to one full-time instructional unit.														
<b>ACTIVITIES / CLUBS</b>														
<b>Student Publications</b>														
<b>Broadcast/Television Advisor</b>														
High School	1.0%	\$ 400.00												
<b>Literary Magazine Advisor</b>														
High School	2.0%	\$ 800.00												
<b>Newspaper Advisor</b>														
High School	2.0%	\$ 800.00												
Middle School	1.5%	\$ 600.00												
<b>Yearbook Advisor</b>														
High School	3.0%	\$ 1,200.00												

Middle School	1.5%	\$	600.00
Elementary School	1.0%	\$	400.00
<b>Registered Student Organizations</b>			
<b>Class Sponsor (High School)</b>			
Senior	2.5%	\$	1,000.00
Junior	2.5%	\$	1,000.00
Sophomore	1.0%	\$	400.00
Freshman	1.0%	\$	400.00
<b>Community Service Club Advisor</b>			
High School (4)	1.0%	\$	400.00
Middle School (2)	1.0%	\$	400.00
Elementary School (1)	1.0%	\$	400.00
<b>ESE Peer Mentor Club Sponsor (Starting in FY19)</b>	1.0%	\$	400.00
<b>Future Educators of America Sponsor</b>			
High School	2.5%	\$	1,000.00
<b>Honors Societies</b>			
National Honor Society Advisor (High School)	1.5%	\$	600.00
National Junior Honor Society Advisor (Middle School)	1.0%	\$	400.00
National Technical Honor Society	1.5%	\$	600.00
<b>Interest Club Sponsor (Examples: Scholars Club, Foreign Language, SADD, etc.)</b>	0.5%	\$	200.00
High School, Middle School, and Elementary School Supplements per school based on enrollment. Up to 500 Students - 6 501+ Students - 10			
<b>JROTC Instructor (High School - Year Round)</b>	4.5%	\$	1,800.00
<b>School Safety Patrol Supervisor (Elementary School)</b>	1.0%	\$	400.00
<b>Student Council Sponsor</b>			
High School	3.0%	\$	1,200.00
Middle School	2.0%	\$	800.00
<b>Vocational/Technical Club Sponsor</b> (Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.) (High School 1 per-school)	2.0%	\$	800.00
Note: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule.			
<b>ARTS</b>	<b>Index*</b>		<b>FY18 Amount</b>
<b>Art Director</b>	1.0%	\$	400.00
<b>Band Director</b>			
High School - Band Director	10.0%		\$4,000
High School - Assistant Band Director	4.0%		\$1,600.00
High School - Associate Band Director	2.0%	\$	800.00
Middle School	4.5%	\$	1,800.00
<b>Choral Director</b>			
High School	4.5%	\$	1,800.00
Middle School	2.5%	\$	1,000.00
<b>Dance Director (Arts Schools Only)</b>			
High School	4.5%	\$	1,800.00
Middle School	3.0%	\$	1,200.00
Elementary School	1.0%	\$	400.00
<b>Drama Director</b>			
High School	4.5%	\$	1,800.00
Middle School	2.0%	\$	800.00
Elementary School	1.0%	\$	400.00
<b>Music Director (Elementary School)</b>	1.5%	\$	600.00
<b>Orchestra &amp; Strings Teacher</b>			
Strings Director	3.5%	\$	1,400.00
<b>ATHLETICS</b>	<b>Index*</b>		<b>FY18 Amount</b>
<b>HIGH SCHOOL - FULL YEAR</b>			
<b>Athletic/Activities Director (1)</b>			
Activities/Athletic Director w/ NIAAA Certification	15.00%	\$	6,000.00
Activities/Athletic Director w/o NIAAA Certification	13.50%		\$5,400.00
<b>Athletic Trainer</b>	4.5%	\$	1,800.00
(All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.) TALC Article 10.02(3)(b) does not apply to the Athletic Trainer position.			
<b>First Responder (7 - 2 per season and 1 for any season)</b>	3.5%	\$	1,400.00
<b>Football (Fall and Spring)</b>			
Head Coach (1)	11.5%	\$	4,600.00
Assistant Coach (7)	7.5%	\$	3,000.00
<b>Cheerleading (Fall and Winter)</b>			
Varsity (1)	7.0%	\$	2,800.00
Junior Varsity (1)	5.0%	\$	2,000.00
Freshman (1)	4.0%	\$	1,600.00
<b>HIGH SCHOOL - FALL</b>			
<b>Bowling</b>			
Boys - Head Coach (1)	2.0%	\$	800.00
Girls - Head Coach (1)	2.0%	\$	800.00
<b>Cross Country</b>			
Boys - Head Coach (1)	3.5%	\$	1,400.00
Girls - Head Coach (1)	3.5%	\$	1,400.00
<b>Golf</b>			
Boys - Head Coach (1)	3.5%	\$	1,400.00
Girls - Head Coach (1)	3.5%	\$	1,400.00
<b>Swimming</b>	6.0%	\$	2,400.00

<b>Volleyball</b>		
Head Coach (1)	6.0%	\$ 2,400.00
Assistant Coach (1)	4.5%	\$ 1,800.00
<b>HIGH SCHOOL - WINTER</b>		
<b>Basketball</b>		
Boys - Head Coach (1)	6.5%	\$ 2,600.00
Girls - Head Coach (1)	6.5%	\$ 2,600.00
Boys - Assistant Coach (2)	4.5%	\$ 1,800.00
Girls - Assistant Coach (2)	4.5%	\$ 1,800.00
<b>Soccer</b>		
Boys - Head Coach (1)	6.0%	\$ 2,400.00
Girls - Head Coach (1)	6.0%	\$ 2,400.00
Boys - Assistant Coach (1)	4.5%	\$ 1,800.00
Girls - Assistant Coach (1)	4.5%	\$ 1,800.00
<b>Weightlifting</b>		
Girls - Head Coach (1)	2.0%	\$ 800.00
<b>Wrestling</b>		
Head Coach (1)	6.0%	\$ 2,400.00
Assistant Coach (1)	4.5%	\$ 1,800.00
<b>HIGH SCHOOL - SPRING</b>		
<b>Baseball</b>		
Head Coach (1)	6.0%	\$ 2,400.00
Assistant Coach (2)	4.5%	\$ 1,800.00
<b>Lacrosse</b>		
Boys - Head Coach (1)	5.0%	\$ 2,000.00
Girls - Head Coach (1)	5.0%	\$ 2,000.00
Boys - Assistant Coach (1)	3.5%	\$ 1,400.00
Girls - Assistant Coach (1)	3.5%	\$ 1,400.00
<b>Softball</b>		
Head Coach (1)	6.0%	\$ 2,400.00
Assistant Coach (2)	4.5%	\$ 1,800.00
<b>Tennis</b>		
Boys - Head Coach (1)	3.5%	\$ 1,400.00
Girls - Head Coach (1)	3.5%	\$ 1,400.00
<b>Track</b>		
Boys - Head Coach (1)	6.0%	\$ 2,400.00
Girls - Head Coach (1)	6.0%	\$ 2,400.00
Boys - Assistant Coach (1)	4.5%	\$ 1,800.00
Girls - Assistant Coach (1)	4.5%	\$ 1,800.00
<b>Weightlifting</b>		
Boys - Head Coach (1)	2.0%	\$ 800.00
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.		
<b>MIDDLE SCHOOL</b>		
<b>Intramural Athletic Director</b>		
District Intramural Athletic Director (1)	9.0%	\$ 3,600.00
District Assistant Intramural Athletic Director (1 per zone)	1.5%	\$ 600.00
School Intramural Athletic Director (1)	5.5%	\$ 2,200.00
School Assistant Intramural Athletic Director (1)	3.0%	\$ 1,200.00
<b>Intramural Athletic Coach</b>		
Basketball - Boys	2.0%	\$ 800.00
Basketball - Girls	2.0%	\$ 800.00
Soccer - Boys	2.0%	\$ 800.00
Soccer - Girls	2.0%	\$ 800.00
Track - Boys	2.0%	\$ 800.00
Track - Girls	2.0%	\$ 800.00
Volleyball - Boys	2.0%	\$ 800.00
Volleyball - Girls	2.0%	\$ 800.00
Cross-Country	2.0%	\$ 800.00
Golf	2.0%	\$ 800.00
Tennis	2.0%	\$ 800.00
(Only those instructors whose program requires them to work beyond the regular school day shall receive the Intramural Supplements.)		
<b>SPECIAL OLYMPICS (Starting in FY19)</b>		
Special Olympics Coach	1.0%	\$ 400.00
<b>AT LARGE SUPPLEMENT POSITIONS (formerly Discretionary Supplement)</b>		
All "At Large" Supplements must be approved by the TALC Labor Management Committee.		
	<b>Index*</b>	<b>FY18 Amount</b>
High School (4)	1.0%	\$ 400.00
Middle School (3)	1.0%	\$ 400.00
Elementary School (3)	1.0%	\$ 400.00
Vocational School (2)	1.0%	\$ 400.00
<b>ADVANCE DEGREE SUPPLEMENTS</b>		
Advance degrees must be held in the individual's area of certification.		
	<b>Index*</b>	<b>FY18 Amount</b>
Master Degree	6.3%	\$ 2,500.00
Specialist Degree	10.0%	\$ 4,000.00
Doctorate Degree	12.5%	\$ 5,000.00
<b>SPECIAL INSTRUCTIONAL</b>		
	<b>Index*</b>	<b>FY18 Amount</b>
Evaluation		
Mentor Teacher (Up to 2 Mentees)		\$ 816.00
Opportunity School Supplement Program		

Opportunity School Supplement		\$	2,100.00
Opportunity School Subject		\$	500.00
Two Consecutive Years Highly Effective		\$	750.00
<b>Teacher Incentive Fund (TIF) Grant</b>			
Professional Development and Leadership Specialist (TIF only for FY15) (Upon receipt of a final performance rating of "effective" or "highly effective," including Manager and VAM rating)		\$	10,000.00
Teacher Leader (Teacher Incentive Fund Schools)		\$	10,000.00
<b>Job Class</b>			
<b>Agriculture Teacher</b>	3.2%	\$	1,285.00
<b>Curriculum/Technology Specialist (Elementary School)</b>	2.2%	\$	880.00
<b>ESE Teacher (excluding Speech-Language Pathologist)</b>	2.5%	\$	1,000.00
<b>Teacher-on-Special-Assignment</b>	3.3%	\$	1,325.00
<b>Location</b>			
<b>Administrative Designee</b>	1.0%	\$	400.00
<b>Department of Juvenile Justice (All Locations)</b>	1.66%	\$	665.00
<b>Resource Teacher, Environmental Education Center</b>	2.6%	\$	1,045.00
<b>Student Services</b>			
<b>Occupational Therapist</b>	18.5%	\$	7,400.00
<b>Physical Therapist</b>	18.5%	\$	7,400.00
<b>School Counselor</b>	3.5%	\$	1,400.00
<b>School Nurse (Registered Nurse only)</b>	6.0%	\$	2,400.00
<b>School Psychologist</b>			
School Psychologist w/ NASP Certification	20.00%	\$	8,000.00
School Psychologist w/o NASP Certification	18.5%	\$	7,400.00
<b>School Social Worker</b>			
School Social Worker	4.55%	\$	1,820.00
Licensed Clinical Social Worker (Available to School Social Worker, School Psychologist, or School Counselor)	1.5%	\$	600.00
<b>Speech-Language Pathologist</b>			
Speech-Language Pathologist w/ Certificate of Clinical Competency	20.00%	\$	8,000.00
Speech-Language Pathologist w/o Certificate of Clinical Competency	18.5%	\$	7,400.00



<b>ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE</b>	<b>22</b>	<b>EXPERIENCE CREDIT</b>	<b>34</b>
<b>AMERICANS WITH DISABILITY ACT</b>	<b>17</b>	<b>EXPIRATION (Agreement)</b>	<b>61</b>
<b>ASSIGNMENT OF DUTIES</b>	<b>14</b>	<b>FILING (Grievance)</b>	<b>6</b>
<b>ASSOCIATION (Rights)</b>	<b>2</b>	<b>FLEX CREDITS</b>	<b>41</b>
<b>BARGAINING SESSIONS</b>	<b>5</b>	<b>FLEXIBLE BENEFITS PLAN</b>	<b>41</b>
<b>BARGAINING UNIT</b>	<b>1</b>	<b>HEARINGS (Grievance)</b>	<b>7</b>
<b>BOARD PROVIDED BENEFITS</b>	<b>41</b>	<b>INCENTIVE AND BONUS PROGRAMS</b>	<b>37</b>
<b>CERTIFICATION (Bargaining Unit)</b>	<b>1</b>	<b>INSTRUCTIONAL STAFF</b>	<b>2</b>
<b>CHANGES IN BASE SALARY</b>	<b>39</b>	<b>INSURANCE COVERAGE</b>	<b>53</b>
<b>CHANGES IN SCHEDULE</b>	<b>28</b>	<b>INSURANCE TASK FORCE</b>	<b>42</b>
<b>CONCEPT (Committees)</b>	<b>59</b>	<b>JURISDICTION (Grievance)</b>	<b>6</b>
<b>CONTRACT STATUS AND REAPPOINTMENT</b>	<b>9</b>	<b>LIABILITY INSURANCE</b>	<b>42</b>
<b>DEFINITION (Grievance)</b>	<b>6</b>	<b>LIFE INSURANCE</b>	<b>42</b>
<b>DISPOSITION (Grievance)</b>	<b>8</b>	<b>MAJOR MEDICAL INSURANCE</b>	<b>42</b>
<b>DURATION (Agreement)</b>	<b>61</b>	<b>MANAGEMENT (Rights)</b>	<b>2</b>
<b>EFFECTIVE (Agreement)</b>	<b>61</b>	<b>MENTORING</b>	<b>31</b>
<b>EMPLOYMENT OPPORTUNITIES</b>	<b>15</b>	<b>MODIFICATION (Agreement)</b>	<b>61</b>
<b>EVALUATION OF ASSOCIATION PRESIDENT</b>	<b>31</b>	<b>NON-STANDARD RATE OF PAY</b>	<b>37</b>
<b>EXCLUSIONS (Bargaining Unit)</b>	<b>1</b>	<b>NOTICE (Performance Evaluation)</b>	<b>30</b>
<b>OPTION TO DECLINE BENEFITS</b>	<b>42</b>	<b>TENTATIVE AGREEMENT</b>	<b>5</b>
<b>OUTCOME (Discipline)</b>	<b>33</b>	<b>TERMINAL PAY BENEFITS</b>	<b>53</b>
<b>PARAMETERS (Committees)</b>	<b>59</b>	<b>TRANSFER</b>	<b>11</b>
<b>PARTIES (Agreement)</b>	<b>1</b>	<b>TYPES OF LEAVE</b>	<b>44</b>
<b>PAY DELIVERY</b>	<b>38</b>	<b>USE OF LEAVE</b>	<b>44</b>
<b>PERSONNEL FILE</b>	<b>19</b>	<b>VACATIONS</b>	<b>28</b>
<b>PHYSICAL FACILITIES</b>	<b>20</b>	<b>VOLUNTARY BENEFITS</b>	<b>42</b>

<b>PROCEDURE (Performance Evaluation)</b>	<b>30</b>	<b>WAIVERS AND DEVIATIONS (Agreement)</b>	<b>59</b>
<b>PROTECTION OF PERSON</b>	<b>21</b>	<b>WORK DAY</b>	<b>23</b>
<b>PROTECTION OF PERSONAL PROPERTY</b>	<b>21</b>	<b>WORK WEEK</b>	<b>25</b>
<b>RATIFICATION</b>	<b>5</b>	<b>WORKER'S COMPENSATION</b>	<b>18</b>
<b>REDUCTION IN FORCE</b>	<b>13</b>		
<b>SALARY SCHEDULES</b>	<b>35</b>		
<b>SCHOOL COMMITTEES</b>	<b>59</b>		
<b>SCOPE (Agreement)</b>	<b>61</b>		
<b>SELF-INSURANCE FUND RESERVE</b>	<b>43</b>		
<b>SENIORITY</b>	<b>10</b>		
<b>SEVERABILITY</b>	<b>61</b>		
<b>SHARED SICK LEAVE</b>	<b>57</b>		
<b>SICK LEAVE BANK</b>	<b>54</b>		
<b>SUCCESSOR AGREEMENT</b>	<b>5</b>		