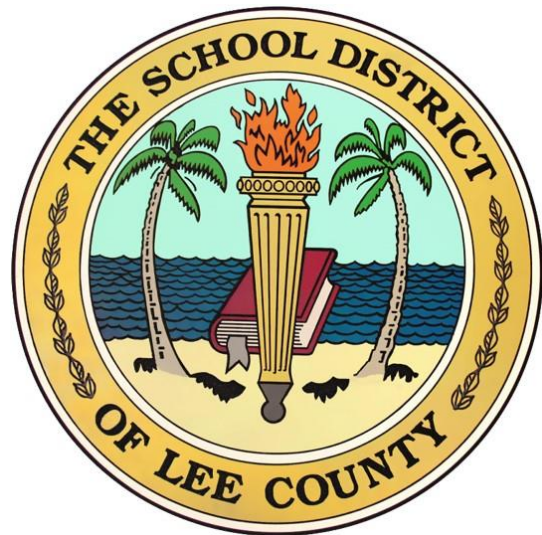


TALC

TENTATIVE AGREEMENT FY24

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



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

FY24 (2023-2024 SCHOOL YEAR)

FY25 (2024-2025 SCHOOL YEAR)

FY26 (2025-2026 SCHOOL YEAR)

~~FEBRUARY~~OCTOBER
2023

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PREAMBLE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1 – PARTIES TO AGREEMENT

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

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

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

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

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

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

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

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

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

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

2.03- ASSOCIATION

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

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

(3) Posting: ~~The Association shall have the exclusive privilege as the labor organization for instructional staff of posting notices of Association meetings and other materials as approved under Article 2.03(5) on bulletin board space exclusively assigned to the Association for this purpose by the principal of each school. Such notices shall consist of time, date and place at which a meeting will be held. The Association shall provide a copy of each notice to the principal or their designee prior to each meeting.~~ The Association shall have the privilege of posting notices concerning Association business on bulletin board space not less than 24" x 36" exclusively assigned to the Association by the principal or supervisor. The Association shall be given a list of the location of each bulletin board space and be informed of any intended changes. The Association shall provide a copy of each notice to the principal or supervisor prior to each posting.

(4) Mailboxes: The Association shall have the exclusive privilege as the labor organization for instructional staff, through its representative, of distributing notices of Association meetings in employee mailboxes. Such notices shall consist of the time, date and place at which a meeting will be held. In addition to notices of Association meetings, other materials such as Association newsletters, which relate to wages, hours, terms and conditions of employment of instructional staff, and do not advertise or otherwise promote the interests or cause of any commercial,

1 political or non-school agency, individual or organization, may be distributed in
2 employee mailboxes. A copy of all materials placed in employee mailboxes shall be
3 given by the Association to the office of the Superintendent prior to each
4 distribution. The Association shall provide a copy of all materials with a notice for
5 distribution from the Superintendent's office to the principal or their designee prior
6 to placement in mailboxes. The Association shall have the use of the intra-school mail
7 service for the delivery of notices of meetings to school centers. This use is contingent
8 upon the District's receipt of an indemnification agreement from the Association,
9 holding the District harmless from all fines and attorney's fees resulting from any
10 litigation on this issue. The Association's delivery location shall be the Board's central
11 mailroom. A copy of each notice of Association meeting shall be subject to approval
12 by the Superintendent prior to each distribution.

13
14 **(5) Dues Collection:** ~~Employees shall have the right to request and be allowed dues~~
15 ~~and Association Insurance Program deductions provided that dues deduction and~~
16 ~~the proceeds thereof shall not be allowed if the Association has lost its rights to~~
17 ~~dues deduction pursuant to Florida Statutes 447. Upon receipt of a properly~~
18 ~~executed authorization card from each employee involved, on a form approved by~~
19 ~~the Board, the Board shall deduct from the employee's paycheck the amount that~~
20 ~~the employee has agreed to pay the Association. Pursuant to Florida Statute~~
21 ~~447.303, these deductions shall remain in effect unless such authorization is~~
22 ~~revoked by the employee upon thirty (30) days' written notice to the Board and to~~
23 ~~the Association. Dues deduction authorization cards must be presented to the~~
24 ~~Payroll Department six (6) work days before the pay period in which the deduction~~
25 ~~begins. Any employee who has requested deductions and who leaves the~~
26 ~~employment of the School District or terminates their authorization for payroll~~
27 ~~deductions shall not be required to pay any further amounts to the Association.~~
28 ~~Any dispute as to the amount deducted shall be solely between the Association and~~
29 ~~the employee involved. The Association and the individual employee shall hold~~
30 ~~the School Board harmless for any liability arising from the deductions as certified~~
31 ~~by the Association. Each pay day, including final pay, the Board shall deduct~~
32 ~~Association dues from the pay of every member who has signed an authorization~~
33 ~~card (see Appendix A). Upon termination from employment, any amount due to the~~
34 ~~Association shall be deducted from the employee's final paycheck. The authorization~~
35 ~~is revocable by the employee upon thirty (30) days' written notice to both the Board~~
36 ~~and the Association. The Board will provide the Association with a complete list of~~
37 ~~deductions made each pay period. Dues deduction authorization cards must be~~
38 ~~presented to the Payroll Department by the Association six (6) work days before the~~
39 ~~pay period in which the deduction begins. The Payroll Department will notify the~~

Association of a member's request to drop membership within (7) business days. Any dispute as to the amount of dues deducted shall be solely between the Association and the employee. The Association and the employee shall hold the School Board harmless from any liability arising from the deduction of any dues. In cases of deduction errors, adjustments will be made in subsequent checks.

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

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

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

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

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

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

(b) Bargaining Unit Information: A list of all bargaining unit members will be

provided to the Association at the start of each fiscal year and on a regular basis thereafter. The Association agrees that personally identifiable information will remain confidential and will not be distributed to third parties. The Association agrees that information that is exempt from public inspection will not be disclosed without first obtaining the express written authorization of the District and the employee involved.

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

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

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

(12) Acceptable Use of the Board's electronic mail system by the Association: The Association may have the use of the District's electronic mail system for the purpose of informing members of the bargaining unit of scheduled meetings and official business of the Association implementing the collective bargaining agreement. Should any employee, whether a member or non-member, request that the Association cease sending them electronic mail communications, the Association shall immediately remove that employee's name from the distribution list and shall not send the employee any further electronic communications. The Association shall comply with all applicable federal, state and local laws and Board policies regarding the use of such systems.

All communications shall be during the sender's non-instructional time. The electronic mail system shall not be used for the distribution of information that is political, slanderous, defamatory, libelous, or in any way critical of the School Board, the District, the Superintendent or any administrator or other employee of the District. It shall not be used for campaign materials related to the internal election of the Association officers. Should the Association or its representative, acting on behalf of the Association, violate the terms of the agreement, the Superintendent shall have authority to suspend the right to use the

- 1 electronic system up to 45 calendar days. Official business is defined as items approved by
- 2 the Association's Executive Board.

ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

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

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

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

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

(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 an employee or a group of
2 employees that there has been a violation, misinterpretation or misapplication of any
3 provision of this Agreement. A grievance shall be processed as hereinafter provided.
4

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

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

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

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

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

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

3 4 **4.03 - FILING**

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

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

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

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

22 23 **4.04 - HEARINGS**

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

(2) Formal Grievance

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

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

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

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

15
16 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall
17 be held in private and shall include only such parties with an interest, their
18 representatives, and witnesses as necessary.

19
20 **(4) Release from Work:** Grievances shall be processed during times which do not
21 interfere with the grievant's assigned duties, unless the parties agree
22 otherwise. Temporary duty, without loss of pay, may be granted to employees
23 whose attendance is required if grievance meetings are held during work hours.

24
25 **4.05 – DISPOSITION:** The date of disposition shall be the date on which the immediate
26 supervisor delivers the disposition to the grievant or the date of postmark in those
27 instances where delivery is by U.S. Mail.

28
29 **(1) Records:** All official records of the processing of a grievance shall be confidential
30 and be filed separately from the personnel file of grievant.

31
32 **(2) Adjustments:** Adjustment of any grievance described herein shall not be
33 inconsistent with the provisions of this Agreement.
34

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) Probationary and Annual Contract

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

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

(2) **Certification:** Obtaining or maintaining professional certification.

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Reversal of Non-Reappointment Recommendation:** The District may

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

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

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

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

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

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

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

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

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

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

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

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

22 23 5.03 – TRANSFER

24 25 **(1) Voluntary Transfer**

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

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

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

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

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

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

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

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

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

(2) Involuntary Transfer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employees will be the last reduced.

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

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

(e) Notification:

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

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

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

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

(7) Recall:

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

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

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

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

1 resignation.

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

6 5.05 – ASSIGNMENT OF DUTIES 7

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

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

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

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

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

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

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

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

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

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

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

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

36 37 **5.06 – EMPLOYMENT OPPORTUNITIES**

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

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

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

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

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

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

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

26 **(4) Compensation:**

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

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

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

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

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

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

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

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

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

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

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

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

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

or feeder schools; Annual Contract teachers from the assigned school or feeder School District of Lee County; Teachers, regardless of contract status, District-wide based on seniority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 9 (2) Alternate Duty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 – WORKING CONDITIONS

6.01 - PHYSICAL FACILITIES

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

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

(b) **Dining Area:** teacher dining area;

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

(d) **Restrooms:** adult rest room facilities;

(e) **Conference Rooms:** conference rooms;

(f) **Temperature:** climate control;

(g) **Parking Area:** designated employee parking area;

(h) **Supplies:** instructional equipment;

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

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

(k) **Maintenance:** custodial and maintenance provisions;

(l) **Sound:** acoustical control.

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

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

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

that the condition has not been corrected, he/she may report it to the School 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 Safety & Security department.

6.02 - PROTECTION OF PERSON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Notice of Arrest: As a condition of employment, each employee shall notify the

appropriate administrator of any arrest/charges involving the sale or possession of drugs within 48 hours of any such arrest/charge.

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

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

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

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

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

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

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

(4) Exemptions:

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

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

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

(6) Last Chance Agreement: A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or mandatory referral to EAP, except in cases where

- 1 aggravating factors exist. Aggravating factors may include any conduct that would be
- 2 independent grounds for disciplinary action.

ARTICLE 7 – WORK SCHEDULE

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

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

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

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

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

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

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

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

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

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

pay opportunities and shall report such arrangements to TALC.

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

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

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

(2) Non-Standard Work Day:

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

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

or other immediate supervisor.

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

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

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

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

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

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

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

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

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

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

3 **(a) Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.04 - CHANGES IN SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

(3) Increments: Vacation may be granted in increments of one ~~(1)-half hour the employees work day,~~ provided that the request does not disrupt the operation of the work site. All vacation requests must be submitted to the supervisor at least 24 hours in advance of the requested vacation time. Requests for vacation time of three or more consecutive weeks shall be submitted at least thirty (30) days in

1 advance of the requested vacation time.

2
3 **(4) Requests:** Full time twelve (12) month employees in the TALC bargaining unit
4 will submit vacation requests between January 1 and March 10. Each supervisor
5 shall develop and post a vacation schedule by March 31. Requests for vacation will
6 be granted based on seniority. The supervisor may deny vacation requests that
7 disrupt the operation of the school or department. Vacation requests received after
8 March 10 will be considered on a first-come first-served basis and should be
9 responded to within 10 business days. Supervisors shall respond in PeopleSoft with
10 a specific reason for denial if a vacation request is not granted. Previous approval of
11 vacation requests may be revoked should an emergency arise at the worksite. An
12 appeal of revocation of a previously approved vacation request may be made to the
13 Superintendent or Superintendent's Designee. All requests shall be entered into
14 PeopleSoft by the supervisor or their designee. If the supervisor chooses, he or she
15 may request that the employee enter the request into PeopleSoft.

16
17 **(5) Maximum Accrual:** An employee may accrue a maximum of forty-five (45) work
18 days of annual leave. Annual leave shall not be granted prior to the time it is earned
19 and shall be used only with the approval of the superintendent upon the
20 recommendation of the employee's supervisor. Upon separation from the Board an
21 employee shall be paid for accrued annual leave as of the date of the separation
22 based on the employee's base rate of pay at the time of separation.

23
24 **(6) Death:** In the case of the death of an employee, payment for accrued annual leave
25 shall be made to the employee's beneficiary of record or if none, to their estate.

ARTICLE 8 – PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Exceptions

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

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

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

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

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

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

(1) Procedure

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

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

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

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

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

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

13 (2) Contract Status

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

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

24 (3) Performance Evaluation Ratings

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

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

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

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

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

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

(1) Performance Evaluation Ratings

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

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

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

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

(2) Contract Status

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

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

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

8.04 - TIME

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

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

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

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

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

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

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

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

ARTICLE 9 – DISCIPLINARY PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Board Policy.

2

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

ARTICLE 10 – COMPENSATION

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

(1) Starting Salary:

(a) Starting Salary Schedule: Effective July 1, ~~2022~~2023, the District will adopt a Starting Salary Schedule with a minimum base salary of \$~~4850,250~~000.00 for instructional staff, excluding Special Instructional Staff who will receive a minimum base salary of \$~~5357,250~~510.00. Employees will be eligible to receive a maximum of twenty (20) years of experience credit to count toward starting salary.

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

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

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

(4) Military Experience: Starting salary for JROTC instructors shall be based upon the The School District of Lee County 52 ~~FY23FY24-FY25-FY26~~ TALC Collective Bargaining Agreement

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

10.02- SALARY SCHEDULES

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

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

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

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

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

(3) Differential Pay

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

1 **(1) Turnaround School Supplement:** In accordance with Florida Statute
2 1012.22, effective July 1, ~~2022~~2023, instructional staff assigned to
3 schools that received a grade of “F” or “D” for the prior school year will
4 be eligible for the Turnaround Schools supplement in the amount of
5 \$4,000.00. The Turnaround School Supplement will remain in effect for
6 at least one (1) year following improvement in the school grade. A
7 supplement of \$4,000.00 is available for all instructional staff assigned
8 to District identified Turnaround Schools, including: Fort Myers Middle
9 Academy, Franklin Park Elementary, Tice Elementary, East Lee County
10 High, Colonial Elementary, Edgewood Academy, and Island Coast High
11 for ~~FY23-FY24~~ (~~2022~~2023-~~2023~~2024 school year). A supplement of
12 \$4,000.00 is available for all instructional staff assigned to Florida
13 Department of Education (FL DOE) identified Turnaround Schools,
14 including: G. Weaver Hipps Elementary and Manatee Elementary ~~are~~
15 ~~now eligible for the Turnaround School Supplement.~~

16 **(2) Transition School Supplement:** A supplement of \$2,000.00 is
17 available for all instructional staff assigned to Ray V. Pottorf Elementary,
18 James Stephens Elementary, Mirror Lakes Elementary, Orange River
19 Elementary, and Sunshine Elementary for ~~FY23-FY24~~ (~~2022~~2023-~~2023~~
20 2024 school year).

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

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

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

35
36 **(36) Athletics – Post Season Bonus:** The head coach and varsity
37 assistant coaches shall be paid \$100.00 per week for coaching any or all
38 of the defined work week during FHSAA sponsored post-season events.
39 The post season athletic week shall be defined as Monday through

Saturday for supplement calculation purposes. The TALC salary supplement shall be signed by the employee, the Principal, and the Athletic/Activities Director. The Athletic/Activities Director shall maintain records to monitor and authorize payment of the post-season supplements.

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

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

(1) District Incentive and Bonus Programs:

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

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

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

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

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

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

The longevity supplement will be distributed among all pay periods throughout the year.

(2) State Incentive and Bonus Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of any supplements paid.

(3) Professional Development

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

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

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

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

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

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

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

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

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

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

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

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

~~(d) Process~~

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

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

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

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

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

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

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

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

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

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

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

~~(f) Coverage Incentive~~

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

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

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

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

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

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

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

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

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

(c) Elementary Teachers

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

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

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

10.05 – PAY DELIVERY

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

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

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

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

(c) Payroll Dates: Paychecks will be issued on the fifteenth and last day of the

month. If that day falls on a weekend or holiday, then paychecks will be issued on the business day prior to the weekend or holiday.

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

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

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

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

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

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

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

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

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

(1) Performance-Based Pay: In accordance with Florida Statute 1012.22, performance-based salary increases will be available to employees based on ~~FY22~~

FY23 (2021-2022-2022-2023 school year) Final Performance Evaluation Rating and classification as "Eligible" or "Ineligible" for Career Ladder Movement. In accordance with Florida Statute, a greater amount will be provided to the employees in each classification with a Final Performance Evaluation rating of "Highly Effective."

(a) FY23-FY24 Career Ladder Movement: A Memorandum of Understanding (MOU) was executed, authorizing payment for aAll instructional staff who were are employed at the time of ratification and payment are eligible for the FY23 Career Ladder Movement. Eligible employees and will received an increase in base salary of \$1,000.00.

(b) FY22-FY24 Final Performance Evaluation Rating: Instructional staff who are Annual Contract status and employed by the District at the time of ratification and payment will receive an increase in base salary of \$1,335,667.00 if they received an FY22-FY23 Final Performance Evaluation Rating of "Highly Effective" and \$1,000,500.00 if they received an FY22-FY23 Final Performance Evaluation Rating of "Effective." Instructional staff who are Professional Services Contract status or Continuing Contract status and employed by the District at the time of ratification and payment will receive an increase in base salary of \$1,0500.00 if they received an FY22-FY23 Final Performance Evaluation Rating of "Highly Effective" or "Effective." Instructional staff who did not receive an FY22-FY23 Final Performance Evaluation Rating or who received a rating of "Needs Improvement/Developing" or "Unsatisfactory" are not eligible for a performance-based increase.

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

<u>Years (X)</u>	<u>Percentage Increase</u>
<u>0</u>	<u>3.65%</u>
<u>1 to 4</u>	<u>5.5%</u>
<u>5 to 9</u>	<u>8.5%</u>
<u>10 to 14</u>	<u>9.5%</u>
<u>15 to 19</u>	<u>10.5%</u>
<u>20 or more</u>	<u>11.5%</u>

(3) Special Instructional Staff: In order to address retention and recruitment concerns in positions requiring highly specialized knowledge and high-demand professional credentials. Special Instructional Staff who are employed by the District at the time of ratification and payment will receive an increase of eight (8) percent effective July

1, 2023. Special Instructional Staff includes Athletic Trainers, School Counselor, School Social Worker, Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), School Nurse (RN), School Psychologist, Licensed Mental Health Professional, and Board-Certified Behavior Analyst (BCBA).

~~(2) Teacher Salary Increase Allocation (TSIA):~~ In accordance with Florida Statute 1011.62(14), effective July 1, 2022, the minimum base salary for all instructional staff will be increased by \$750.00 from \$47,500.00 to \$48,250.00 and the minimum base salary for Special Instructional Staff will be increased by \$750.00 from \$52,500.00 to \$53,250.00. All Instructional Staff who are employed by the District at the time of ratification will receive an increase to the newly established minimum base salary and the new hire salary schedule will be adjusted accordingly.

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

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

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

~~(4) One-Time Bonuses:~~

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

~~(b) District Funded Retention Bonus:~~ Utilizing District funding made available as part of a thorough review at the direction of the Board and Superintendent,

1 ~~instructional staff will be eligible for a one-time bonus in the amount of~~
2 ~~\$1,200.00, if they are employed on March 1, 2023. Employed is defined as~~
3 ~~payroll active, actively working, and with no break in service. Payment will be~~
4 ~~issued on March 31, 2023.~~

5
6 **(5) Instructional Supplements**

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

10 ~~(b) Turnaround Schools: In accordance with Florida Statute 1012.22, effective~~
11 ~~July 1, 2022, instructional staff assigned to schools that received a grade of "F"~~
12 ~~or "D" will be eligible for the Turnaround Schools supplement in the amount~~
13 ~~of \$4,000.00 and the supplement will remain in effect for at least one (1) year~~
14 ~~following improvement in the school grade.~~

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

ARTICLE 11 – BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – LEAVE

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

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

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

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

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

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

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

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

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

~~12.02 - TYPES OF LEAVE:~~

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

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

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

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

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

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

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

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

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

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

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

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

~~————(a) Return: Return to work~~

~~————(b) Request: File a request to extend their leave, or~~

~~————(c) Resignation: Resign.~~

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

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

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

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

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

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

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

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

to change the medical provider after initial consultation.

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

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

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

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

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

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

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

~~————(b) Personal Leave Charged to Sick Leave~~

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

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

~~—— (a) Non-Cumulative: Personal leave may not be cumulative.~~

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

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

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

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

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

~~(1) Disapproval: accept disapproval of the personal leave request, or~~

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

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

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

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

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

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

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

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

24 ~~_____ (a) Return: return to work,~~

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

26 ~~_____ (c) Resign: resign~~

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

31 ~~_____ (a) Return: return to work,~~

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

33 ~~_____ (c) Resign: resign~~

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

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

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

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

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

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

~~(8) Extended Professional Leave:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 _____ 29 **12.04-TERMINAL PAY BENEFITS**

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

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

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

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

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

beneficiary.

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

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

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

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

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

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

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

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

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

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

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

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

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

11
12 ~~12.05 - SICK LEAVE BANK: The purpose of the Sick Leave Bank (SLB) is to provide a~~
13 ~~pool of emergency sick leave days from which contributors may draw after their own~~
14 ~~accumulated sick leave has been exhausted. Nothing in this section shall be~~
15 ~~interpreted to change any of the provisions in other sections of this Article except~~
16 ~~as it provides for additional days of sick leave with pay for members of the SLB. The~~
17 ~~District has several Sick Leave Banks. When a Sick Leave Bank member changes~~
18 ~~positions which would require a change to a new Sick Leave Bank, that person shall~~
19 ~~be treated as a new member and must give up one sick day for membership in the~~
20 ~~new bank. However, if the member has donated a day within the same fiscal year,~~
21 ~~that day may be transferred to the new bank.~~

22
23 ~~(1) Membership: Any full-time employee may enroll in the Sick Leave Bank between~~
24 ~~August 15 and September 30 provided the following three requirements are met:~~

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

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

27 ~~—— (c) Donation: Donation of a seventh or subsequent sick leave day by October~~
28 ~~15th.~~

29
30 ~~(2) Application: Application forms for membership shall be provided to teachers at~~
31 ~~their school centers during preschool planning days. Sick leave days donated to the~~
32 ~~bank will not be returned except as hereafter provided.~~

33
34 ~~(3) Contribution: In the event the number of days in the SLB balance falls below thirty~~
35 ~~percent (30%) of the number of SLB members, each member of the SLB shall be~~
36 ~~required to contribute one (1) day, from their own accumulated sick leave to the~~
37 ~~SLB. In the event an SLB member cannot contribute an additional day due to leave~~
38 ~~exhaustion, and he/she is not currently drawing from the SLB, the additional day~~
39 ~~automatically shall be the next accrued sick leave day.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3
4 ~~(9) Hold Harmless: The Association, its officers, agents, and members of the~~
5 ~~bargaining unit will hold the Board, its officers and agents harmless for the cost and~~
6 ~~results of any action which may be brought by any of its members, group or groups~~
7 ~~of members, members of the bargaining unit, or agencies of law, with respect to the~~
8 ~~establishment, administration or expenditure of the assets of the SLB.~~

9
10 ~~(10) Closing of Sick Leave Bank: Effective April 1, 2019, the SLB will close. The TALC~~
11 ~~Labor/Management Committee will bring a recommendation about the future of the~~
12 ~~SLB to the bargaining teams for consideration in FY24 (2023-2024 school year).~~

13
14 ~~12.06 – SHARED SICK LEAVE: All employees covered by this contract may donate~~
15 ~~accrued, earned sick leave to their spouse (person to whom the donor employee is~~
16 ~~legally married at the time of donation), child (natural or adopted, but not step-child),~~
17 ~~parent (mother or father of the donor employee), or sibling (brother or sister of the~~
18 ~~donor employee, but not step-sister or step-brother) who is also a regular part-time~~
19 ~~or full-time district employee (not a temporary employee or substitute).~~

20
21 ~~(1) Transfer: The transfer of sick leave is subject to the following limitations and~~
22 ~~conditions:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33
34 12.01 – CONCEPT: The parties agree that there is no substitute who can replace an
35 employee in meeting the needs of students. The District encourages regular
36 attendance and limited use of leave. Leave should be requested only when
37 necessary an as allowed by law and the terms of this agreement. The parties agree
38 that there is a direct and positive relationship between employee attendance and
39 the successful performance of assigned duties and student achievement.

12.02 – EMPLOYEES

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

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

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

i. __

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

(5) Types of Leave:

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

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

(2) Medical (Family): Medical (Family) includes absences due to illness, injury, accident, disability, or other medical condition of a

1 family or household member, including but not limited to: father,
2 mother, brother, sister, husband, wife, child, or another close relative.

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

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

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

13 (c) Temporary Duty: Temporary Duty may be used in one (1) hour
14 increments. Requests for temporary duty may be for a rationale or reason
15 listed below:

16 (1) Professional Development: Professional Development includes
17 absences due to the performance of assigned duties in direct support
18 of the District's mission, including but not limited to: participation in
19 professional associations, conferences, trainings, surveys, workshops,
20 and other professional meetings. Professional Development may be
21 eligible for travel reimbursement or per diem payments for meals.

22 (2) Jury Duty: Jury Duty includes absences due to court summons for
23 participation on a jury panel or service as a juror. Employees are
24 required to immediately return to work upon dismissal from
25 participation on a jury panel or service as a juror. Jury Duty is not
26 eligible for travel reimbursement or per diem payments for meals.

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

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

34 (d) Other Types of Leave: All other types of leave must be submitted by the
35 employee or their immediate supervisor to Human Resources. Other types of
36 leave include those associated with Worker's Compensation, the Family
37 Medical Leave Act (FMLA), and Board approved extended leaves. Denial of a
38 request for other types of leave will result in the employee being charged sick
39 leave.

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

4
5 (7) Return: Prior to the expiration of approved leave or the exhaustion of accrued
6 leave, employees must notify their immediate supervisor of their intent to return to
7 duty, resign, or request additional leave. Employees should provide their immediate
8 supervisor with twenty-four (24) hours' notice of their intent to return to work.

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

25
26 (8) Abuse of Leave: Any absence that results in a disruption to the education
27 environment or worksite may be considered an abuse of leave. If abuse of leave is
28 suspected, immediate supervisors may request supporting documentation. Abuse
29 of leave may result in a change in the type of leave recorded, or disciplinary action
30 up to and including termination.

31 (a) Absence Without Leave (AWOL): Absence Without Leave (AWOL) includes
32 absences that have not been approved by the immediate supervisor. AWOL
33 includes absences that are considered "no call, no show" and may be treated
34 as abandonment of position after three (3) consecutive days of absence.

35 (b) Leave Without Pay: Leave Without Pay (LWOP) includes absences where
36 paid sick leave or vacation is not available or not approved by the immediate
37 supervisor. LWOP may be granted by the immediate supervisor in emergency
38 situations and should be reported by the immediate supervisor to Human
39 Resources and Payroll. Unapproved absences or absences on a day where a

request for leave has been denied will be leave without pay.

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

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

12.03 – IMMEDIATE SUPERVISORS

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

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

(3) Requests: Immediate supervisors shall respond to leave requests submitted by the employees they supervise by indicating if the request is approved or denied. Approval or denial of leave requests shall be made as far in advance as possible and no later than ten (10) business days after the request is made. Requests made twenty-four (24) hours or less before an absence may be denied. Requests made five (5) business days or less before an absence may require supporting documentation. Business days shall be defined as days that the District offices are

1 open for business. Supporting documentation may be submitted in advance of an
2 absence and must be provided no later than five (5) business days after an
3 employee's return to work or the expiration of approved leave, whichever comes
4 first. Immediate supervisor must report absences of three (3) consecutive days or
5 more, or ten (10) days in a twelve-month period to Payroll and Human Resources.
6

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

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

21 **(b) Priority:** Requests shall be reviewed and considered in the order in which
22 they are received. Consideration may be given to the duration, nature, or
23 severity of an underlying rationale or reason for a request. Priority may be given
24 for major life events, including but not limited to: weddings, graduations, births,
25 or deaths.
26

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

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

32 **(b) Vacation:** Immediate supervisors may approve requests in increments of one
33 (1) hour.

34 **(c) Temporary Duty:** Immediate supervisors may approve requests in increments
35 of one (1) hour.
36

37 **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial of
38 an employee's request for leave into PeopleSoft. Immediate supervisors will make
39 reasonable efforts to ensure a response is provided to the employee prior to the

1 date for which the leave is requested. Immediate supervisors shall notify
2 employees of the status of their leave request as soon as possible and no later than
3 ten (10) business days after the request is made.

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

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

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

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

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

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

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

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

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

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

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

29
30 **(7) Rescind:** If a change in circumstances, including but not limited to an emergency,
31 results in an approved leave creating disruption to the education environment or
32 worksite, the Superintendent may rescind approved leave or authorize immediate
33 supervisors to do the same. The immediate supervisor is responsible for providing
34 the employee with notice that an approved leave has been rescinded.

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

up to and including termination.

12.04 – DISTRICT

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

(2) Accruals

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

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

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

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

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

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

(b) Vacation: Vacation shall be accrued in a manner consistent with School Board Policy-5.24. Employee will no longer accrue vacation once they have reached the maximum accrual of 45 days or up to 360 hours for an employee with an 8-hour work day.

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

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

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

(5) Other Types of Leave:

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

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

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

(1) Request: Employees shall be able to submit extended leave requests to their immediate supervisor and Human Resources.

1 Requests shall be made as far in advance as possible. Requests must
2 be made as far in advance as possible. Requests must be made five (5)
3 business days or more in advance of an absence. Business days shall
4 be defined as days that the District offices are open for business.
5 Supporting documentation is required at the time the request is made.
6 Failure to provide supporting documentation may result in denial of
7 leave or disciplinary action up to and including termination.

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

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

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

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

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

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

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

35 **(d) Military:** In accordance with the Uniformed Services Employment and
36 Reemployment Act (USERRA) and Florida Statute 115.09, employees may
37 request extended leave to attend to military duties. Military leave shall be
38 granted in accordance with applicable state and federal law. Nothing herein
39 shall be construed to expand any military leave privileges beyond applicable

1 state and federal law.

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

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

11 (1) Eligibility: Eligible employees are entitled to concurrent use of their
12 accrued sick and vacation leave during an FMLA covered absence.

13 Eligible employees are entitled to twelve (12) work weeks of leave in a
14 rolling twelve-month period for:

15 (a) Birth: The birth of a child and to care for the newborn child
16 within one year of birth.

17 (b) Adoption: The placement of a child with the employee for
18 adoption or foster care and to care for the newly placed child
19 within one year of placement.

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

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

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

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

34 (g) Domestic Violence or Sexual Violence: In accordance with Florida Statute
35 741.313, employees are entitled to leave for three (3) working days in a
36 twelve (12) month period, if the employee or a family or household member
37 is the victim of domestic violence or sexual violence. Existing Sick Leave shall
38 be used for Domestic Violence or Sexual Violence leave. In the event the
39 employee does not have accrued Sick Leave available, the Domestic Violence

1 or Sexual Violence leave shall be leave without pay without any penalty to
2 the employee.

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

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

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

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

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

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

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

29 (h) **Compassionate Leave:** Employees are entitled to leave for ten (10)
30 working days in a twelve-month period, if the employee or a family or
31 household member experiences a miscarriage, ectopic pregnancy, or molar
32 pregnancy. An employee's request for privacy should be respected and
33 employees have a right to keep this information confidential. Immediate
34 supervisors may not request supporting documentation in situations where
35 an employee requests compassionate leave. Existing Sick Leave shall be used
36 for Compassionate Leave. In the event the employee does not have accrued
37 Sick Leave available, the Compassionate Leave shall be leave without pay,
38 without any penalty to the employee.

39 (i) **Worker's Compensation:** In accordance with Florida Statute 1012.63,

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

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

(6) Shared Sick Leave (Family Member): In accordance with Florida Statute 1012.61(e), employees may donate sick leave to their spouse, child, parent, or sibling who is also a district employee. Shared sick leave may not be included in terminal pay. Requests to share sick leave must be made to Payroll prior to the recipient absences for which they will apply. In order to be eligible to receive shared sick leave, the recipient must provide supporting documentation. Shared sick leave may not be used for personal leave. Employees do not accrue sick leave while using shared sick leave. Employees may not donate advance accruals. School Board Policy 5.22 allows employees to share no more than twenty (20) days of shared sick leave at a time.

(7) Terminal Pay: In accordance with Florida Statute and School Board Policy 5.18, employees are eligible for terminal payment of sick leave and vacation, if they have ten (10) years of services in a Florida Retirement System (FRS) eligible position. Terminal payment of sick leave and vacation may be made to the employee's designated beneficiary or the employee's estate, upon the death of a current employee. Payment amounts are based upon creditable years of service. Employees are not eligible for terminal pay if their termination is disciplinary in nature or if they resign during the pendency of an investigation into allegations of misconduct.

(1) Sick Leave: Terminal payment of sick leave shall be issued in a manner consistent with Florida Statute 1012.61 and School Board Policy 5.18. Issuance of terminal payment shall result in a leave balance of zero. Employees who end their employment with the District prior to earning a standard accrual to replace the advanced accrual are not entitled to terminal payment of days that have not been earned and will forfeit any unearned

advanced accruals. The amount of terminal pay shall be computed as follows:

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

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

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

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

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

(2) Vacation: Terminal payment of vacation shall be issued in a manner consistent with Florida Statute 1012.65 and School Board Policy 5.18. Issuance of terminal payment shall result in a vacation balance of zero.

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

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

(10) Outside Employment: In accordance with School Board Policy 5.36, outside employment may not conflict with the terms and conditions of an approved leave, including extended leave. Immediate supervisors must report conflicts to Professional Standards for review and may rescind approval of leave if a conflict

- 1 exists. Conflicts may result in disciplinary action up to and including termination.
- 2 Outside employment may be allowed for the following types of leave only:
- 3 association duty, military and professional development.

ARTICLE 13 – PARTICIPATORY DECISION MAKING

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

8
9 **(1) Bargaining Related Committees:** Bargaining related committees are made up of
10 both District and TALC appointed members and each committee is assigned specific
11 duties. Committees are assigned to review contract language to identify potential
12 issues, in order to present recommendations to the bargaining teams or the TALC
13 Labor/Management Committee. Bargaining related committee meetings are
14 regularly scheduled and records of meetings should be kept.

15
16 **(2) Leave:** Employees participating as members of Bargaining Related Committees
17 or School Advisory Councils may, at the discretion of the supervisor, be eligible for
18 Temporary Duty as described in Article 12.09 to attend meetings when held away
19 from the employee's work site.

20
21 **13.02 - TALC LABOR/MANAGEMENT COMMITTEE:** The TALC Labor/Management
22 Committee is a standing committee that meets on a regularly scheduled basis. The
23 TALC Labor/Management Committee shall be made up of four (4) members, two (2)
24 from management and (2) from labor. Subject Matter Experts may be invited to
25 participate in TALC Labor/Management Committee meetings. The TALC
26 Labor/Management Committee is responsible for day to day contract administration,
27 including oversight of bargaining related committees and subcommittees, ensuring
28 the successful implementation of negotiated contract language, and executing
29 memorandums of understanding (MOUs).

30
31 **(1) District and Site-Based Committees:** The creation or elimination of bargaining
32 related committees may be done with the approval of the TALC Labor/Management
33 Committee or the bargaining teams. The TALC Labor/Management Committee shall
34 assist in scheduling bargaining related committee meetings and shall
35 make every reasonable effort to avoid scheduling meetings during
36 student contact time, while recognizing the need in some instances to
37 meet during the regularly scheduled work day. The TALC

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

13.03 – DISTRICT-BASED COMMITTEES:

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

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

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

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

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

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

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

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

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

1 based committees.

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

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

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

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

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

1 be made to the TALC Labor/Management Committee.

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

10
11 ~~13.06 – CONTINUED COLLABORATION: Prior to the end of FY22 (2021-2022 school~~
12 ~~year), the TALC Labor/Management Committee will survey immediate supervisors~~
13 ~~and TALC Building Representatives to assess the operational status of school-based~~
14 ~~committees. The TALC Labor/Management Committee will utilize available feedback~~
15 ~~to develop a “rules of engagement” training for FY23 (2022-2023 school year) and will~~
16 ~~present a recommendation to the bargaining teams regarding the creation of a~~
17 ~~“qualified representative” status for Article 4 (Grievance Procedures) and Article 9~~
18 ~~(Disciplinary Procedures).~~

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 – DURATION AND ACCEPTANCE

1 **15.01 – EFFECTIVE:** This Agreement shall be effective upon ratification by the
2 bargaining unit and the Board.
3

4 **15.02 – SCOPE:** The parties acknowledge that during the negotiations that resulted
5 in this Agreement, each had the unlimited right and opportunity to make demands
6 and proposals with respect to any subject or matter not removed by law from the
7 area of collective bargaining. The parties acknowledge that the understandings and
8 agreements arrived at, after exercise of that right and opportunity, are set forth and
9 solely embodied in this Agreement. The parties agree, therefore, that they shall not
10 be obligated to negotiate or bargain collectively with respect to any subject or
11 matter whether referred to herein or not except as otherwise specifically required
12 in this Agreement, even though such objects or matters may not have been within
13 the knowledge or contemplation of either or both of the parties at the time they
14 negotiated or signed this Agreement.
15

16 **15.03 – DURATION:** The duration of this agreement is three (3) years: ~~FY23-FY24~~
17 (~~20222023-2023-2024~~ school year), ~~FY24-FY25~~ (~~20232024-2024-2025~~ school year) and
18 ~~FY25-FY26~~ (~~20242025-2025-2026~~ school year).
19

20 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later
21 than March 31, ~~20232024~~.
22

23 **(2) Successor Agreement:** The parties agree to commence negotiations for a
24 successor agreement no later than June 30, ~~20242025~~.
25

26 **(3) Windfall or Shortfall:** If state funding is inadequate or in excess of the funding
27 necessary to account for the fiscal impact of this agreement, the parties agree to an
28 emergency re-opener to negotiate impact. Articles will be reopened, as appropriate,
29 so that the impact of any windfall or shortfall in District funding may be negotiated
30 and appropriate increases or decreases may be discussed. The parties agree to
31 commence negotiations upon written request of either party to re-open due to a
32 windfall or shortfall.
33

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

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

7
8 **15.06 - EXPIRATION** This Agreement, together with all the terms, conditions and
9 effects thereof, shall expire on June 30, ~~2025~~2026, and in no event shall any other
10 articles of this Agreement contravene the expiration of this Agreement.

~~FY23-FY24 (2022-2023-2023-2024 school year), FY24-FY25 (2023-2024-2024-2025 school year), and FY25-FY26 (2024-2025-2025-2026 school year)~~ -TALC Tentative Agreement

This Agreement between the School District of Lee County and The Teachers' Association of Lee County is signed and effective on this ~~28~~²⁰~~th~~th day of ~~March~~
2023October 2023.

The Teacher Association of Lee County

The School District of Lee County

Kevin Daly
President

Date

Christopher Bernier, Ed.D.
Superintendent

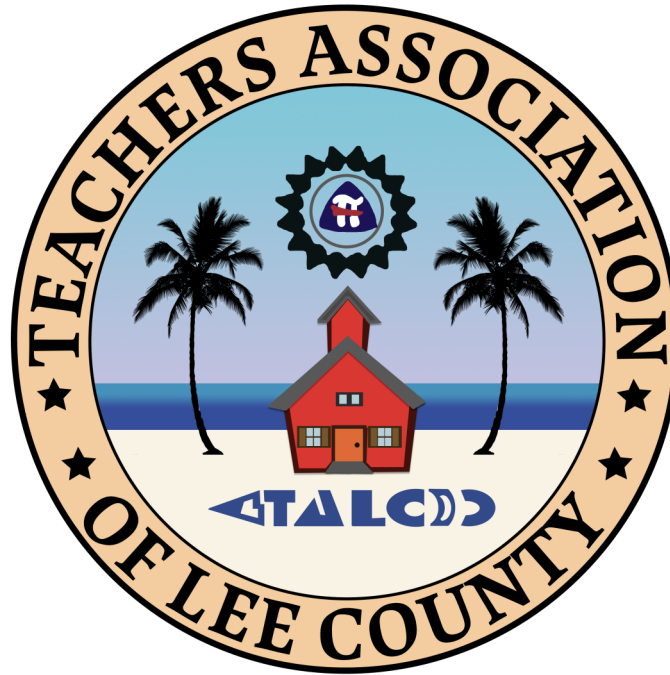
Date

Kerr Fazzone, Ph.D
Chief Negotiator

Date

Robert Dodig, J.D
Chief Negotiator

Date



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

SCAN ME



THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM

Grievant(s): _____

EE ID #: _____

School/Department: _____

LOC #: _____

Job Title/Position: _____

JDE #: _____

Bargaining Unit: SPALC or TALC

Action: ____/____/____

Supervisor: _____

Filed: ____/____/____

Representative: _____

Hearing: ____/____/____

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

Statement of Fact(s):

CBA Article(s) Grievied:

Impact Statement:

Relief Sought:

Disposition:

Immediate Supervisor or Superintendent's Designee

_____/_____/_____
Date of Response

CC: Immediate Supervisor
 Superintendent
 Legal Services
 Grievance File

INSTRUCTIONAL POSITIONS

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

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

INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE

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

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

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

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

Department Chairperson -MIDDLE

Based on number of **full-time** instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.

1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
10+ full-time staff members	Yes	No	S-35.24	\$1,417.50	\$1,417.50
Team Leader -1 per 7 Instructional Staff Members	Yes	No	S-35.56	\$810.00	\$810.00

Grade-Level Chairperson - ELEMENTARY

Based

on number of **full-time** instructional staff members per grade level.

Excluding: School Counselor, ESE, etc.

1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
Prekindergarten				-	-
Kindergarten				-	-
First Grade				-	-
Second Grade				-	-
Third Grade				-	-
Fourth Grade				-	-
Fifth Grade				-	-
Specials (1)				-	-

ELEMENTARY SCHOOL**ESE Department Chairperson**

Based on number of **full-time** instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.

1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50

Grade-Level Chairperson: Based on number of full-time instructional staff members per grade level.

Excluding: School Counselor, ESE, etc.

1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
Prekindergarten				-	-
Kindergarten				-	-
First Grade				-	-
Second Grade				-	-
Third Grade				-	-
Fourth Grade				-	-
Fifth Grade				-	-
Specials (1)				-	-

PROFESSIONAL DEVELOPMENTCareer
LadderGrant
Funded

JDE

FY23
AmountFY24
Amount

*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective."

+ Paid upon verification of occupying position for duration of FY23 and FY24.

Check and Connect Contact Person	Yes	Yes	S-35.20	\$1,215.00	\$1,215.00
Cooperating Teacher	Yes	Yes	S-35.26	\$200.00	\$200.00

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

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

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

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

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

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

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