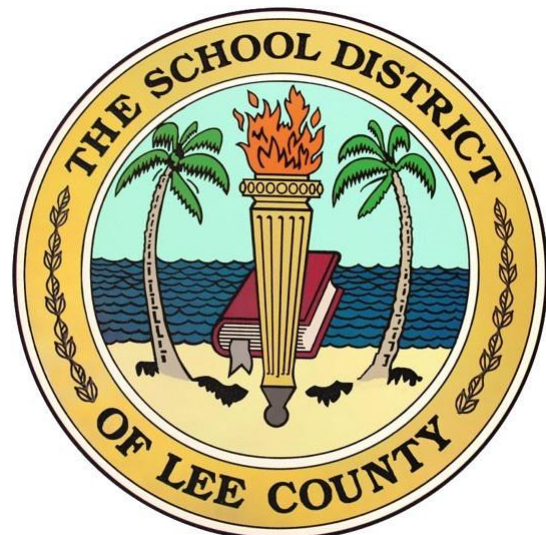


TALC

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



CONTRACT

FY22 (2021-2022 SCHOOL YEAR)

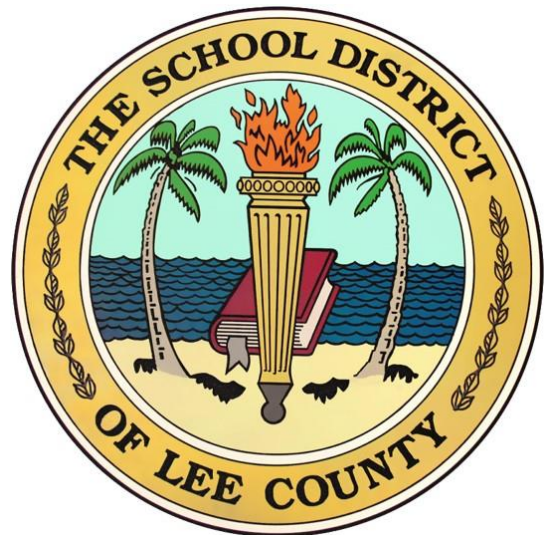
FY23 (2022-2023 SCHOOL YEAR)

FY24 (2023-2024 SCHOOL YEAR)

MAY 2022

TALC

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



FY22 (2021-2022 SCHOOL YEAR)

FY23 (2022-2023 SCHOOL YEAR)

FY24 (2023-2024 SCHOOL YEAR)

MARCH 2022

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PREAMBLE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

37 **(7) WORKPLACE:** "Workplace" is defined as the site for the performance of work done
38 in connection with the duties of an employee of The School Board of Lee County. That term

1 includes any place where the work of the School District is performed, including a building
2 or other school premises; any school-owned vehicle or any other school-approved vehicle
3 used to transport students to and from school or school activities; and off-school
4 property during any school-sponsored or school-approved activity, event or function
5 (such as a field trip, workshop, or athletic event). The workplace does not include duty-free
6 time at conventions or workshops at which students are not present.

7

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

10

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

14

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

ARTICLE 1 – PARTIES TO AGREEMENT

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

6
7 **1.02 - CERTIFICATION:** Pursuant to Chapter 447, Florida Statute, the District recognizes
8 that The Teachers Association of Lee County is certified by the Florida Public Employees
9 Relations Commission as the sole and exclusive collective bargaining agent for all
10 employees in the Bargaining Unit described herein with respect to wages, hours and
11 terms, and conditions of employment. See also PERC Case No. 8HRC-754-1040,
12 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 not
17 limited to all classroom teachers, Special Instructional staff, Media Specialists, itinerant
18 instructional staff, School Psychologists, School Social Workers, School Counselors, School
19 Nurses, Occupational Therapists, Physical Therapists, Behavior Specialists, Behavior
20 Analysts, and JROTC instructors who are employed by the District.

21
22 **1.04 - EXCLUSIONS:** Excluded from the bargaining unit are all casual employees and
23 other regular employees listed as part of other bargaining units or salary schedules. This
24 includes support staff; supervisory, technical, and confidential staff; and all administrative
25 staff. Specifically excluded are all members of management, including but not limited to
26 the Superintendent, Chiefs, Principals, Assistant Principals, Executive Directors, Directors,
27 Assistant Directors, administrative coordinators, guest teachers, open-end contract
28 teachers, consultants or outside vendors, and 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 United
3 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 status,
7 pregnancy, political affiliation, Association membership, age, creed, gender identity or
8 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 any
14 purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or
15 adjudicatory. In addition, employees shall self-report any conviction, finding of guilt,
16 withholding of adjudication, commitment to a pretrial diversion program, or entering of
17 a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic
18 violation within forty-eight (48) hours after the final judgment.

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

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

34 **2.03– ASSOCIATION**

35
36
37 **(1) Facilities:** If approved, as provided by School Board Policy, the Association shall have

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

10
11 **(2) School Board:** A copy of the agenda for each regular meeting of the Board shall be
12 available to the Association at least seven (7) days before the Board meeting and a copy
13 of the minutes of such meetings shall be available to the Association after approval by the
14 Board.

15
16 **(3) Posting:** The Association shall have the exclusive privilege as the labor organization
17 for instructional staff of posting notices of Association meetings and other materials
18 as approved under Article 2.03(5) on bulletin board space exclusively assigned to the
19 Association for this purpose by the principal of each school. Such notices shall consist
20 of time, date and place at which a meeting will be held. The Association shall provide a
21 copy of each notice to the principal or their designee prior to each meeting.

22
23 **(4) Mailboxes:** The Association shall have the exclusive privilege as the labor
24 organization for instructional staff, through its representative, of distributing notices of
25 Association meetings in employee mailboxes. Such notices shall consist of the time,
26 date and place at which a meeting will be held. In addition to notices of Association
27 meetings, other materials such as Association newsletters, which relate to wages, hours,
28 terms and conditions of employment of instructional staff, and do not advertise or
29 otherwise promote the interests or cause of any commercial, political or non-school
30 agency, individual or organization, may be distributed in employee mailboxes. A copy of
31 all materials placed in employee mailboxes shall be given by the Association to the office
32 of the Superintendent prior to each distribution. The Association shall provide a copy
33 of all materials with a notice for distribution from the Superintendent's office to the
34 principal or their designee prior to placement in mailboxes. The Association shall have the
35 use of the intra-school mail service for the delivery of notices of meetings to school
36 centers. This use is contingent upon the District's receipt of an indemnification
37 agreement from the Association, holding the District harmless from all fines and
38 attorney's fees resulting from any litigation on this issue. The Association's delivery
39 location shall be the Board's central mailroom. A copy of each notice of Association
40 meeting shall be subject to approval by the Superintendent prior to each distribution.

1
2 **(5) Dues Collection:** Employees shall have the right to request and be allowed dues and
3 Association Insurance Program deductions provided that dues deduction and the
4 proceeds thereof shall not be allowed if the Association has lost its rights to dues
5 deduction pursuant to Florida Statutes 447. Upon receipt of a properly executed
6 authorization card from each employee involved, on a form approved by the Board, the
7 Board shall deduct from the employee's paycheck the amount that the employee has
8 agreed to pay the Association. Pursuant to Florida Statute 447.303, these
9 deductions shall remain in effect unless such authorization is revoked by the employee
10 upon thirty (30) days' written notice to the Board and to the Association. Dues deduction
11 authorization cards must be presented to the Payroll Department six (6) work days before
12 the pay period in which the deduction begins. Any employee who has requested
13 deductions and who leaves the employment of the School District or terminates their
14 authorization for payroll deductions shall not be required to pay any further amounts
15 to the Association. Any dispute as to the amount deducted shall be solely between the
16 Association and the employee involved. The Association and the individual employee
17 shall hold the School Board harmless for any liability arising from the deductions as
18 certified by the Association.

19
20 **(6) Association Leave:** The president of the Association and/or their designee may be
21 allowed to take up to a total of forty (40) days leave per year to conduct necessary
22 Association business provided written request thereof is submitted in advance to the
23 Superintendent. The full cost of the certified substitute rate of pay shall be paid by the
24 Association for each day of Association leave requested when the leave request is
25 processed. No more than ten (10) days may be used by any one person.

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

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

35
36 **(7) Meetings:** Upon request by the Association representative, the building principal will
37 announce during the faculty meeting that the representative will make announcements
38 concerning Association business at the close of the meeting. Attendance during the
39 representative's announcements shall be voluntary.

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

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

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

17
18 **(9) Consultation:** The Association may request a consultation with the Superintendent
19 for the purpose of seeking clarification and improving communication in areas affecting
20 terms or conditions of employment. Such consultation shall be initiated by a written
21 request to the Superintendent. A proposed agenda shall be submitted by the
22 Association at the time of the request. The meeting shall be set at a time that will not
23 require employment of a substitute.

24
25 **(10) Agreement:** Within 30 days of approval of the final draft of this Agreement the
26 Board agrees to provide the Association 150 copies of the Agreement for the Association's
27 use.

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

ARTICLE 3 – NEGOTIATION PROCEDURES

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

8
9 **(1) Re-opener:** Reopeners are restricted to two (2) articles per party in addition to Article
10 10 (Compensation) and Article 11 (Benefits). Additional article may be re-opened upon
11 mutual agreement of the parties.

12
13 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles unless
14 otherwise agreed to by the parties.

15
16 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be
17 signed by both parties.

18
19 **3.03 - RATIFICATION:** No final agreement between the parties may be executed without
20 ratification by the bargaining unit and the Board. Following tentative agreement by the
21 negotiating teams, the TALC Labor/Management Committee will prepare timelines for
22 implementation. The Association shall submit the full agreement to the members of the
23 bargaining unit for ratification or rejection. The Superintendent shall promptly submit
24 the full agreement to the Board for consideration and ratification or rejection.

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

30
31 **(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 grievant
8 may file the grievance with the Superintendent and proceed through the grievance
9 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 herein
13 shall be construed to mandate Association representation of a bargaining unit member
14 who is not also a member of the Association. However, nothing in this part shall be
15 construed to prevent any member of the bargaining unit from presenting their own
16 grievance in person or by legal counsel and having such grievance adjusted without the
17 intervention of the bargaining agent if the adjustment is not inconsistent with the terms
18 of this Agreement, and if the Association has been given the opportunity to be present at
19 any meeting called for the resolution of such grievances.
20

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

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

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

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

1
2 **4.03 - FILING**
3

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

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

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

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

21 **4.04 - HEARINGS**
22

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

37 **(2) Formal Grievance**

38 **(a) Level I:** A copy of the grievance shall be forwarded by the grievant to the
39 Superintendent and to the Association at the same time the grievance is filed
40 with the immediate supervisor. The immediate supervisor shall meet with the

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

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

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

33 **(d) Level III:** Submission of a grievance to arbitration shall be initiated by the
34 grievant, their legal counsel or by their designated Association representative, by
35 filing a written request with the American Arbitration Association and with the
36 Superintendent within ten (10) working days of the date of the Level II disposition
37 of the grievance or the expiration of time limits for a disposition or the close of
38 any unsuccessful voluntary mediation. The disposition of the grievance made by
39 the arbitrator shall be binding on both parties; providing that the arbitrator shall
40 have no power to add to or subtract from, modify or otherwise alter the terms

1 of the collective bargaining agreement. The Board and the Association will
2 share any information relative to the disposition of the grievance prior to or during
3 arbitration. Once the grievant withdraws a grievance and/or arbitration request,
4 the matter shall be considered closed and final. A written record of the withdrawal
5 of the grievance and/or arbitration request shall be maintained in the grievance
6 file.

7
8 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall be
9 held in private and shall include only such parties with an interest, their representatives,
10 and witnesses as necessary.

11
12 **(4) Release from Work:** Grievances shall be processed during times which do not
13 interfere with the grievant's assigned duties, unless the parties agree
14 otherwise. Temporary duty, without loss of pay, may be granted to employees whose
15 attendance is required if grievance meetings are held during work hours.

16
17 **4.05 – DISPOSITION:** The date of disposition shall be the date on which the immediate
18 supervisor delivers the disposition to the grievant or the date of postmark in those
19 instances where delivery is by U.S. Mail.

20
21 **(1) Records:** All official records of the processing of a grievance shall be confidential and
22 be filed separately from the personnel file of grievant.

23
24 **(2) Adjustments:** Adjustment of any grievance described herein shall not be inconsistent
25 with the provisions of this Agreement.
26

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

1 an employee be reappointed at the same school or another location.

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

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

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

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

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

14
15 **(2) Professional Services Contract:** Any member of the Teacher Association of Lee
16 County bargaining unit, hired prior to July 1, 2012, who does not fall under Florida Statute
17 1012.33, not holding a Florida Educator Certificate or a District issued Vocational
18 Teaching Certificate, shall fall under the following guidelines: During the first three years
19 of employment, the District may choose not to renew an employee's contract at the
20 end of the employee's contract year. After three years of successful employment, no
21 employee's contract shall be non-renewed without just cause.

22
23 **(3) Continuing Contract:** The contractual status of a teacher who was initially employed
24 in the District prior to July 1, 1984, and a teacher on continuing contract as of July 1,
25 1984, shall be covered by Florida Statutes 1012.33 as it existed prior to July 1, 1984, and
26 the provisions of the Agreement. Such teacher's rights shall neither be enhanced nor
27 diminished by the revisions of Florida Statutes 1012.33 which became effective July 1,
28 1984. The contractual status of a teacher whose initial employment in the District begins
29 on or after July 1, 1984, shall be governed by the revisions of Florida Statutes 1012.33
30 which became effective July 1, 1984, and the provisions of this Agreement.

31
32 **5.02 – SENIORITY:** Seniority is the total number of good years (one day more than
33 half) of instructional experience in Lee County School District while on probationary,
34 annual, continuing or professional service contract. However, continuing or professional
35 service contract teachers are considered to have seniority over any annual contract
36 teacher regardless of the total years of service in the District. Authorized leave of absence,
37 open-end or substitute teaching experience does not count toward seniority.
38 Administrative experience in the District shall count toward seniority provided said
39 experience occurred after the teacher attained three years seniority in the bargaining unit,
40 and said teacher returned to the bargaining unit prior to July 1, 1991. Any tie in seniority

1 between teachers shall be broken by counting the days of experience on open-end,
2 temporary or interim contract rather than years. If a tie still exists, the tie shall be broken
3 by drawing lots. Members of the association may be present to observe the lottery
4 process.

5
6 **(1) Loss of Seniority:** Teachers lose their seniority as a result of the following:
7 termination; retirement; resignation; or layoff exceeding two (2) years or exceeding the
8 individual's length of service, whichever is less.

9
10 **(2) Seniority List:** The District shall develop and maintain a seniority list based on the
11 continuous years of service to the District while on probationary, annual, continuing or
12 professional service contract. The list shall include the hire date which shall be the first
13 day of duty under annual, continuing or professional service contract, all areas of
14 certification and racial data. A copy of the list shall be available at each work site and
15 provided to the Association by March 1 of each year. Teachers shall have access to the
16 seniority list upon request to the principal or immediate super-visor.

17 18 **5.03 – TRANSFER**

19 20 **(1) Voluntary Transfer**

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

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

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

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

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

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

39 **(4) Involuntary Transfer:** The teacher is transferring from a position to
40 which the teacher was involuntarily transferred. A teacher may transfer from

1 an involuntary transfer assignment within a period of twenty-four (24)
2 months from the start of the involuntary transfer assignment. To avoid an
3 involuntary transfer.

4 **(d) Certification:** Appropriate certification coverage shall be considered in the
5 approval of transfer requests.
6

7 **(2) Involuntary Transfer**

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

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

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

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

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

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

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

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

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

40 **(f) Priority Staffing List:** In the event of District or state mandated restructuring

1 or reconstitution, instructional staff with Annual Contract or Probationary Contract
2 status with a manager’s rating of “Highly Effective” or “Effective” on their most
3 recent performance evaluation will be given priority status for filling vacant
4 positions.

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

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

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

16
17 **(3) Exceptions:** Articles 5.03(2) and 5.04(7) shall be implemented as described herein
18 unless an instructional or student need is identified. The Superintendent (and only the
19 Superintendent) shall determine if a decision contrary to these provisions is in the best
20 interest of the District. If a Reduction in Force occurs, the TALC President will review
21 exceptions to Articles 5.03(2) and 5.04(7) with the Superintendent prior to this
22 determination. A copy of the Principal’s or Supervisor’s recommendation to the
23 Superintendent for exemptions from Articles 5.03(2) and 5.04(7) shall be provided to any
24 affected teachers and the Association at the time the recommendation is submitted to
25 the Superintendent. The Superintendent shall notify all teachers affected by the
26 determination in writing in accordance with the Instructional Staffing Calendar and
27 Guidelines. The District will make a good faith effort to place a Professional Service
28 Contract or Continuing Contract teacher who has been impacted by an exception to the
29 involuntary transfer provision.

30
31 **(4) Exemptions:** Elected Lead TALC Building Representatives shall be exempt from
32 surplus or involuntary transfers unless required by law or the Superintendent or designee
33 determines that the transfer is in the best interests of the District. The exemption is
34 to provide a continuity of representation to the bargaining unit.

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

1 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary
2 due to declines in enrollment, budgetary restrictions, reorganization, or other causes as
3 determined by the Board, the following provisions shall apply:
4

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

11 **(2) Primary Schools:** For the purpose of reduction in force at the elementary level,
12 there shall be considered to be two areas of certification: early childhood to include pre-
13 kindergarten/kindergarten and elementary (grades 1-5).
14

15 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be
16 deemed to be the areas for which the employee holds certification. No teacher
17 assignment that would result in a violation of state or federal law will be approved.
18

19 **(4) Exceptional Student Education:** In Exceptional Student Education, consideration will
20 also be given to experience in working with students with significant cognitive and
21 behavioral disabilities.
22

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

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

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

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

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

37 **(e) Notification**

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

40 **(2) Association:** Before any reduction in force takes place, the Association

1 shall be provided with a district-wide seniority list of all employees and the
2 notification, the areas of certification, levels, work sites, and positions to be
3 reduced.

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

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

14
15 **(7) Recall**

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

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

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

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

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

31
32 **5.05 – ASSIGNMENT OF DUTIES**

33
34 **(1) Job Description:** The District will prepare, review, revise, and maintain job descriptions
35 for those jobs in the bargaining unit as it deems necessary. Human Resources will provide
36 the Association copies of new or revised job descriptions through the TALC
37 Labor/Management Committee and afford the Association an adequate opportunity to
38 review and provide written feedback prior to implementation. The role of the Association
39 in this regard will be advisory in nature. All job descriptions shall be posted on the Human
40 Resources section of the District website. The job descriptions shall list the required

1 qualifications as completely as possible. Every job duty in a job description need not
2 always be specifically described, and any omission does not preclude the required
3 performance of all duties that are job related.

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

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

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

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

18
19 **(2) Tentative Assignments:** Each teacher shall be given a tentative teaching
20 assignment in writing for the next school year prior to the last day of duty for the
21 current year. This shall consist of the school and grade level for elementary; school,
22 grade level and department for middle school; and school and department for high
23 school to which the teacher is assigned. Every effort will be made to include course
24 code number(s) and course title(s) for middle and high school teachers. In any event,
25 middle and high school teachers will be notified in writing as soon as possible and not
26 later than August 1 of their assignment by course number(s) and course title(s).

27
28 **(3) Changes in Assignment:** Any teacher who desires a change in grade level and/or
29 subject assignment shall file a written statement of this desire with the principal. No
30 changes in the tentative assignment shall be made without attempts to arrange a
31 prior conference with the teacher to provide rationale for the change and to address
32 concerns of the teacher regarding the change. If a conference is not possible, the
33 rationale for the change shall be submitted in writing to the teacher as soon as
34 practicable prior to implementation of the change.

35
36 **(4) Support and Assistance:** Any teacher assigned to a new grade level or course may
37 request in writing support and assistance deemed by the teacher to be necessary for
38 success in the new assignment. The principal or designee shall consider the request and
39 shall provide written recommendations relating to the request.

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

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

10
11 **(7) Subcontractors:** Subcontractors support the efficient operation of the District by
12 supporting workforce morale and success. The District agrees to utilize subcontractors
13 only for a specific need or in case of an emergency. District employees will be provided
14 priority over subcontractors for assignment of duties and work locations. The District will
15 notify the Association of the need to use subcontractors for bargaining unit positions at
16 TALC Labor/Management Committee meetings.

17 18 **5.06 – EMPLOYMENT OPPORTUNITIES**

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

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

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

34 **(1) Anticipated Openings:** A listing of anticipated openings with
35 instructions for submitting applications for such openings, including any
36 pertinent information regarding the positions, shall be posted at each
37 school site at which openings are expected to occur unless all teachers at a
38 participating school have already been assigned to work beyond the normal
39 196-day work year and the normal 7.6-hour work day.

40 **(2) Unfilled Positions:** Any position which is not filled by a teacher at the

1 school having the openings shall be posted on the District website along
2 with any pertinent information regarding the position(s).

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

6 **(4) Compensation**

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

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

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

18 **(a) Academic Programs:** Non-fee-based supplemental programs or
19 activities are considered academic in nature when the program or
20 activity is directly in support of the goals of adopted School
21 Improvement Plan; directly related to assisting students enrolled in
22 credit courses within or outside of the school day; intended to
23 demonstrate improvement towards student mastery of those
24 Sunshine State Standards measured on the Florida Standards
25 Assessment; or specifically required by individual education plans or
26 academic improvement plans.

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

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

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

39 **(1) Application:** Applicants must complete an online instructional or
40 support application to be considered for extended school year

1 (ESY)/summer school employment.

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

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

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

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

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

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

34 **(6) ESOL Endorsement:** Teachers must have ESOL endorsement, ESOL K-
35 12 certification or Board approval to teach ESOL out-of-field if they are the
36 primary deliverer of language arts instruction to LEP students.

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

39 **(d) Instructional Supplements:** Those supplemental positions designated on the
40 salary schedule as countywide shall be posted on the District website no later

1 than May 15 of each school year. The deadline for applications shall be ten (10)
2 working days after the date of publication. Any athletic position listed on the
3 salary schedule supplement that cannot be filled by a faculty member of the team's
4 school shall be posted on the District website. The deadline for applications shall
5 be ten (10) working days after the date of publication. Each principal shall post a
6 list of supplemental positions allocated to that school for the subsequent school
7 year until all positions have been filled.

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

10
11 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human Resources
12 from a Lee County teacher shall be reviewed by the appropriate principal or supervisor
13 prior to recommending an applicant to fill the position. Except in such circumstances as
14 approved by the Superintendent, a vacancy will not be filled with other than an interim
15 appointee for at least five (5) working days after the posting date on the District website
16 listing the vacancy. Any continuing contract/professional service contract teacher
17 holding the appropriate certification shall be given first consideration in the staffing of
18 teaching vacancies. Teacher applicants in the District assigned to a grade level or subject
19 area outside the scope of their teaching certification shall be given first consideration for
20 openings within the subject or field of their certification.

21
22 **(3) Notification:** Teachers who have made written application to fill a posted and
23 advertised vacancy, including a summer or evening school, shall be notified in writing of
24 the action of the Board in filling such vacancy.

25
26 **5.07 – AMERICANS WITH DISABILITY ACT:** This Article is intended to comply with the
27 Americans with Disabilities Act (ADA). All newly hired teachers must undergo a physical
28 examination by a licensed medical doctor. The results of this examination shall be stated
29 on a form provided by the Board. The form must be received by the Board before
30 employment can begin. Additional medical examination may be required in order to
31 determine whether matters reported in the initial examination would present a direct
32 threat to the health or safety of the applicant or of any other person.

33
34 **(1) Physical Examinations:** Once employed, physical examinations may be required only
35 when the employee's behavior gives reason to suspect that a medical or psychiatric
36 condition may impair the employee's ability to perform their duties, or when the employee
37 has been injured or ill and an examination is needed in order to determine whether an
38 employee can return to work safely or to determine whether the employee has a disability
39 for which a reasonable accommodation can be made.

1 **5.08 – WORKER’S COMPENSATION**

2
3 **(1) Limited Duty:** Employees who have experienced a worker’s compensation injury and
4 who have been evaluated and released by an approved physician as physically able to
5 return to work with specific limitations, will return to their job site upon written
6 authorization by the Insurance and Benefits Management. Specific work limitation will be
7 forwarded to the employee’s supervisor from the treating physician. The employee will
8 remain in their job site, performing appropriate duties as identified by their supervisor
9 for a period of time agreed to by the employee and the work site supervisor. The
10 employee will be evaluated by the physician as necessary based on the course of
11 treatment and, if not released for full duty, will be returned for limited duty for a work
12 period agreed to by the employee and the work site supervisor. At the completion of
13 the second work period, if the employee is not able to return to a full duty status, he will
14 be evaluated by the physician, principal/supervisor and the Insurance and Benefits
15 Management to determine the employee’s status. Alternatives such as returning to
16 worker’s compensation off-duty status, continuation of limited duty assignments,
17 alternate duty assignments, and/or other assignments will be reviewed with the
18 employee. If a period of limited duty exceeds six months, the District will notify the
19 Association of the identity of the employee.
20

21 **(2) Alternate Duty**

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

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

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

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

39 **(e) Change in Training:** Employees who are unsuccessful in their initial training
40 position, may make one change of training assignment within the one-year period

(two-year period for employees with extenuating circumstances); however, a change of training position will not extend their training timeline.

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

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

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

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

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

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

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

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

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

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

(3) Record Retention: Teacher personnel files shall be maintained according to Florida

1 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

1 Committee in writing on the Safety/Security Deficiency Form. All hard copies of the
2 Safety/Security Deficiency Form shall be directed to the Safety & Security department.

3
4 **6.02 - PROTECTION OF PERSON**

5
6 **(1) Injury:** The District assures employees of its support when employees have followed
7 the laws and regulations of the State and the policies of the Board in carrying out their
8 responsibility. An employee involved in injury to themselves, a student or another
9 employee shall immediately report same to their immediate supervisor and thereafter
10 make such written reports as necessary to comply with School Board Policy.

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

21
22 **(3) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal
23 or nonverbal), or commit any act of any type which is reasonably interpreted as abusive,
24 profane, intolerant, menacing, intimidating, threatening, or harassing against any person
25 in the workplace.

26
27 **(4) District Support:** The District assures employees of its support when an employee's
28 conduct is in accordance with applicable state and federal laws, regulations, and board
29 policy. In carrying out their responsibility for maintaining good discipline, an employee
30 shall impose classroom discipline consistent with administrative direction. In the
31 event that an employee feels it is necessary to protect themselves or others from
32 injury, the employee may refer to board policy and/or Florida Statute 1003.32.

33
34 **(5) Assault:** Any case of assault upon a teacher which occurs in the line of duty shall
35 promptly be reported to the principal. The District shall provide legal advice to the
36 teacher concerning their rights and obligations with respect to such assault, and its
37 legal assistance to the teacher in connection with handling of the incident by law
38 enforcement and judicial authorities. In such event, the following shall apply:

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

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

4 **(c) Injury:** In the case of injury occurring under such circumstances, the teacher
5 shall provide a written statement from a licensed medical physician regarding
6 the extent and nature of injuries sustained. A teacher shall be entitled to Illness or
7 Injury In-Line-Of-Duty Leave as provided by Florida Statute 1012.63, and Article
8 12.02(2) of this Agreement. After ten (10) work days, the teacher shall receive
9 the salary difference between Workers' Compensation and regular salary under
10 emergency sick leave status, for such term and under such conditions as the
11 District shall deem appropriate after medical consultation.

12
13 **(6) Harassment or Discrimination:** The District is committed to ensuring equity in school
14 programs and employment practices. The District prohibits harassment and
15 discrimination as provided in Florida Statute 100.05 and School Board Policy 1.23.
16 Employees who feel they have been harassed or discriminated against are encouraged to
17 submit a complaint in accordance with board policy.

18
19 **(7) Nursing Mothers:** Protections shall be granted to nursing mothers in accordance with
20 applicable state and federal laws, including Section 7 of the Fair Labor Standards Act.
21 Nursing mothers will be provided with reasonable break time to express breast milk for
22 one year after a child's birth. The District will provide a place, other than a bathroom, that
23 is shielded from view and free from intrusion by co-workers and the public, which may be
24 used by an employee to express breastmilk. Employees must keep their immediate
25 supervisor informed of their needs so that appropriate accommodations can be made
26 with minimal disruption to the employee and the worksite. Nursing mothers who feel they
27 have been denied appropriate accommodations are encouraged to contact Human
28 Resources. Nothing herein shall be construed to expand these protections beyond the
29 limits of applicable state and federal law.

30
31 **(8) Domestic or Sexual Violence:** Protections shall be granted to employees who are
32 victims of domestic or sexual violence in accordance with Florida Statute 743.313.
33 Employees will be provided with leave in accordance with Article 12. The District will
34 ensure that related public records exemptions are provided, may refer reported cases to
35 the appropriate Threat Assessment Team for review, and will allow employees to request
36 a temporary transfer or reassignment. Employees must keep their immediate supervisor
37 informed of their needs so that appropriate accommodations can be made with minimal
38 disruption to the employee and the worksite. Employees who feel they have been denied
39 appropriate accommodations are encouraged to contact Human Resources. Nothing
40 herein shall be construed to expand these protections beyond the limits of applicable

1 state and federal law.

2
3 **6.03 - PROTECTION OF PERSONAL PROPERTY:** The District shall reimburse each
4 employee if either of the following occurs while they are discharging their duties in
5 accordance with their job description:
6

7 **(1) Criminal Act:** Loss or damage to items of clothing and related personal property
8 worn or carried about the person which is damaged or destroyed as a result of an assault,
9 less any amount paid by insurance.
10

11 **(2) Negligence:** Loss or damage of personal property as a result of negligence by the
12 building administrator or their designee as determined by the appropriate administrator
13 of the Property/Casualty Loss Program within the guidelines of the current
14 Property/Casualty liability guidelines. The total liability of the Board under this section,
15 per teacher occurrence, shall not exceed six hundred dollars (\$600) less any amount
16 reimbursed by insurance. A proof of loss statement, including verified replacement
17 value, shall be provided by the teacher.
18

19 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** Campuses shall be
20 tobacco/smoke-free at all times, including e-Cigarettes and/or vapor cigarettes, per
21 School Board Policy 5.37. No employee shall possess, consume, be under the influence
22 of (as defined by the prevailing legal limit) or sell alcoholic beverages or manufacture,
23 distribute, dispense, possess or use alcoholic beverages on the job or in the workplace.
24 Employees are prohibited from using, distributing, manufacturing, processing, selling,
25 cultivating or attempting to sell illegal, controlled substances at any time whether on or
26 off duty or on or off District property.
27

28 **(1) Notice of Arrest:** As a condition of employment, each employee shall notify the
29 appropriate administrator of any arrest/charges involving the sale or possession of drugs
30 within 48 hours of any such arrest/charge.
31

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

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

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

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

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

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

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

13
14 **(4) Exemptions:**

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

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

20
21 **(5) Employee Assistance Program:** Employee assistance will be available through
22 Human Resources and the Employee Assistance Program (EAP).

23
24 **(6) Last Chance Agreement:** A first-time Alcohol, Tobacco, and Drug-Free Workplace
25 violation will result in an offer of a Last Chance Agreement (LCA) to the employee, a letter
26 of reprimand (LOR), and/or mandatory referral to EAP, except in cases where aggravating
27 factors exist. Aggravating factors may include any conduct that would be independent
28 grounds for disciplinary action.

ARTICLE 7 – WORK SCHEDULE

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

5
6 **(1) Standard Work Day:** The work day for teachers shall include:

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

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

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

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

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

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

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

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

36 **(4) Non-Compliance:** In cases where a work site/school is unable to comply
37 with or requests a change in language pertaining to the teacher daily
38 planning time, the work site/school staff will develop a plan to insure

1 teachers receive the three hundred thirty minutes (330) minute weekly
2 minimum based on a regular five-day work week. This plan must be
3 submitted as a waiver and reviewed and approved by the TALC
4 Labor/Management Committee.

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

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

25
26 **(2) Non-Standard Work Day:**

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

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

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

40 **(3) Voluntary Duties:** Upon approval by the principal, teachers may be

1 given access to the building to voluntarily perform job-related duties.

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

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

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

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

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

23
24 **(3) Arrival:** Each building principal shall determine the arrival and leaving time of
25 teachers assigned to each school.

26 **(a) Sign-In and Sign-Out Procedures:** Teachers shall indicate their presence for
27 duty upon arrival each day by personally signing in electronically to Lee Clock.
28 Instructional staff may leave their school or other scheduled duty area during the
29 work day only with the approval of their principal or other immediate supervisor.
30

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

32 **(a) Definitions:**

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

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

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

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

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

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

8 **(d) Grades:** Each teacher is responsible for assigning grades for their students
9 and turning them in to their principal. No grade will be altered or cause to be
10 altered without consultation, where possible, with the teacher who assigned the
11 grade. Such consultation shall be for the purpose of reviewing the teacher's
12 justification of the assigned grade. In each case, the decision of the principal shall,
13 upon appeal by the teacher, be reviewed by the Superintendent and their decision
14 shall be final. If a change is made, the record will reflect that the change was made
15 by the Superintendent, principal or designee.

16 **(e) Leadership Roles:** Each opening for the position of grade level, department
17 chairpersons or team leader shall be announced prior to filling the position.
18 Teachers within the department, team or grade level shall make
19 recommendations to the principal on persons to serve as grade level, department
20 chairpersons or team leader. First consideration shall be given to persons who are
21 recommended by their department, grade level or team. The principal shall make
22 the final determination in filling such vacancies and shall notify all applicants of
23 their decision prior to the end of the student school year. No department head,
24 grade level chairperson or team leader shall be required to evaluate, in writing,
25 other bargaining unit personnel.
26

27 **7.02 - WORK WEEK:** Flexible schedules must still be the equivalent of a thirty-eight (38)
28 hour work week and/or average the basic teacher work day of seven and one-half (7 ½)
29 hours, with an additional thirty (30) minutes per week for the purpose of planning.
30

31 **7.03 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall include
32 six (6) paid holidays. Teachers will not be required to work on the paid holidays established
33 by the Board as a part of the annual school calendar.
34

35 **(1) Pre-school Days:** The pre-school week shall consist of one (1) District In-service Day
36 and four (4) Pre-school Days. During the four (4) Pre-school Days, teachers shall have at
37 least twelve (12) hours for uninterrupted planning and preparation for the upcoming
38 school year.
39

40 **(2) Professional Duty Days:** Teacher professional duty days are to be used for teachers

1 to prepare grades, lesson plans and other required records and reports. Grade sheets shall
2 not be due until one hour prior to the end of this duty day.

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

7
8 **(4) Non-Standard Work Year:** Appendix C includes the number of workdays for
9 instructional staff who have a greater than ten (10) month calendar. The work year for
10 career and technical Instructors at Technical Colleges and the Southwest Florida Public
11 Service Academy will be determined based upon the clock hours required for the courses
12 taught as determined by the Florida Department of Education.

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

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

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

35 **(b) Emergency Make-up Days:** When it is necessary to close schools as a result
36 of a hurricane or other natural disaster, employees will be notified via radio and
37 television, if possible, prior to the beginning of the work day. Employees who do
38 not make up said time during their work year will not be paid for these days and
39 pay will be deducted from the last paycheck of the fiscal year in which the days
40 are missed or from the employee's last paycheck in the event the employee

1 terminates sooner. National and/or legal holidays may not be used as make-up
2 days when schools are closed due to emergency. The Board agrees to meet with
3 the Association to discuss make-up days when schools are closed due to an
4 emergency. For employees who work 196, 201 or 206 days, the time shall be made
5 up on the days that students are scheduled to make up school. For employees who
6 work 216 or 226 days, time will be made up by extending the contract year by
7 the number of days missed. For employees who work 255 days per year, time will
8 be made up by extending the length of the work day as determined by the
9 Superintendent. The Board reserves the right to waive make-up time.

10 **7.04 - CHANGES IN SCHEDULE**

11
12
13 **(1) Temporary:** Assemblies, testing programs, and other school activities, which disrupt
14 normal classroom instruction, shall be rotated whenever possible so that the same classes
15 are not continually affected. Classes shall be free of unnecessary interruptions by use of
16 the intercommunications systems. Visitation to classrooms by non-employees shall be
17 approved by the supervisor. Whenever possible, affected employees shall be informed in
18 advance.

19
20 **(2) Emergency:** In the event of an emergency or other unusual circumstance, as
21 determined by the principal or other immediate supervisor, a teacher's daily work
22 schedule may be temporarily changed. When such a schedule change necessitates the
23 loss of a teacher's planning/conference period, and no volunteers are available, the loss
24 of planning/conference period shall be on a rotating basis.

25
26 **7.05 – HOLIDAYS:** All full-time employees in the bargaining unit shall receive the
27 following paid holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday
28 and Friday), Good Friday, and Memorial Day. Employees who work twelve (12) months per
29 year shall receive six consecutive work days' winter vacation. Two of these days shall be
30 Christmas Day and New Year's Day. Employees shall only be paid for holidays that occur
31 during their work year. Employees who work less than twelve (12) months shall receive
32 the following paid holidays: Labor Day, Thanksgiving (Thursday and Friday), Presidents'
33 Day, Good Friday, and Memorial Day.

34
35 **7.06 – VACATIONS:** This section shall apply to all full time twelve (12) month employees
36 in the TALC bargaining unit.

37
38 **(1) Twelve Month Employees:** A member of the unit who is employed on a twelve (12)
39 month basis shall be allowed paid vacation leave, exclusive of holidays, as follows:

40 **(a)** An employee with less than five (5) years of continuous service shall accrue one

1 day per month (Twelve (12) days per year).

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

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

6 **(d)** During days when regular 196-day certified employees are not scheduled to
7 work (non-duty days) twelve (12) month employees may take vacation time without
8 restriction on the number of employees on vacation at any given time.
9

10 **(2) Accrual:** Vacation will not be granted until it is earned. Each employee who has
11 accrued at least ten (10) days of vacation shall be allowed to take at least two (2)
12 consecutive weeks of vacation during the calendar year. Each employee who has earned
13 fifteen (15) or more days of vacation shall be allowed to take at least three (3)
14 consecutive weeks during the calendar year. Vacation periods greater than three (3)
15 consecutive weeks may be requested by an eligible employee and shall be subject to the
16 approval of the superintendent.
17

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

25 **(4) Requests:** Full time twelve (12) month employees in the TALC bargaining unit will
26 submit vacation requests between January 1 and March 10. Each supervisor shall develop
27 and post a vacation schedule by March 31. Requests for vacation will be granted based
28 on seniority. The supervisor may deny vacation requests that disrupt the operation of the
29 school or department. Vacation requests received after March 10 will be considered on a
30 first-come first-served basis and should be responded to within 10 business days.
31 Supervisors shall respond in PeopleSoft with a specific reason for denial if a vacation
32 request is not granted. Previous approval of vacation requests may be revoked should an
33 emergency arise at the worksite. An appeal of revocation of a previously approved
34 vacation request may be made to the Superintendent or Superintendent's Designee. All
35 requests shall be entered into PeopleSoft by the supervisor or their designee. If the
36 supervisor chooses, he or she may request that the employee enter the request into
37 PeopleSoft.
38

39 **(5) Maximum Accrual:** An employee may accrue a maximum of forty-five (45) work
40 days of annual leave. Annual leave shall not be granted prior to the time it is earned and

1 shall be used only with the approval of the superintendent upon the recommendation of
2 the employee's supervisor. Upon separation from the Board an employee shall be paid
3 for accrued annual leave as of the date of the separation based on the employee's base
4 rate of pay at the time of separation.

5

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

ARTICLE 8 – PERFORMANCE EVALUATION

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

6 7 **8.02 – PROCEDURE**

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

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

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

30
31 **(4) Formal Observations:** All formal observations shall be reduced to writing or
32 provided in electronic format and shall be discussed with the teacher within ten (10) days
33 of the observation. No later than five (5) days following the discussion, the teacher shall
34 receive a copy, written or electronic, of the formal observation report after signing to
35 indicate that the report has been discussed with the teacher. If deficiencies are noted
36 during the observation, the administrator conducting the observation shall provide the
37 teacher with written recommendations for improvement. The administrator shall
38 thereafter confer with the teacher and make recommendations as to specific areas of

1 unsatisfactory performance and provide assistance in helping to correct such deficiencies
2 within a prescribed period of time. Observations of a teacher’s performance of duties and
3 responsibilities shall be conducted openly with no intent to conceal such from the
4 knowledge of the teacher.

5
6 **(5) Final Performance Evaluation:** Each teacher’s Final Performance Evaluation form
7 shall be discussed with him/her by the administrator responsible for preparing the report.
8 Any documentation related to a teacher’s Final Performance Evaluation shall be given to
9 the teacher within ten (10) days of the observation or incident giving rise to the
10 documentation. All documentation used to support the Final Performance Evaluation
11 shall be given to the teacher following the administrator’s completion of the Final
12 Performance Evaluation.

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

15 **(b) Disagreement:** If a teacher disagrees with the Final Performance Evaluation,
16 they may provide written comments which shall, become part of the Board’s file
17 copy of their evaluation report.

18
19 **(6) Intensive Assistance Program:** Professional Service Contract and Continuing
20 Contract teachers who receive a total manager’s rating or an overall evaluation of “Needs
21 Improvement” or “Unsatisfactory,” will be provided assistance the following school year.

22
23 **(7) Reappointment Recommendation:** All probationary and annual contract teachers
24 shall be notified of their reappointment recommendation by the principal/supervisor by
25 May 10.

26
27 **(8) Deadline:** The date for completion of the teacher’s Final Performance Evaluation shall
28 be May 10. These evaluations may be performed earlier when notice of dismissal or non-
29 renewal is given.

30
31 **(9) Confidentiality:** Comments relating to the observation or evaluation of a teacher’s
32 performance of duties and responsibilities shall be made in private.

33
34 **(10) Compliance:** For the purpose of this evaluation procedure, the Board’s evaluation
35 document shall include the assessment criteria in Florida Statutes 1012.34(2).

36 **8.03 – MENTORING**

37
38
39 **(1) Collegial Coach:** Upon receipt of written notice of unsatisfactory evaluation from the
40 Superintendent during the school year, a teacher may select a collegial coach for the

1 purpose of providing professional support and feedback. The individual designated as the
2 collegial coach shall be decided upon mutual agreement between the principal, teacher
3 and collegial coach. The collegial coach will not participate in the formal evaluation of
4 the teacher. The teacher may request an opportunity to be considered for a transfer to
5 another school upon written request to the Superintendent.
6

7 **(2) New Teachers:** Mentor teacher assignments shall be voluntary. Employees who
8 serve as Mentor Teachers must complete the Clinical Education Training or its equivalent.

9 **(a) Observation:** When preparing observation report forms, the Mentor Teacher
10 shall be required to document only the time and date of the observation and the
11 competencies or other areas covered during the observation.

12 **(b) Evaluation:** Mentor teachers shall be evaluated only on their regular classroom
13 performance and not on their mentor teaching activities.

14 **(c) Compensation:** Mentor teacher supplements shall be paid for a minimum of one
15 semester.
16

17 **8.04 – EVALUATION OF ASSOCIATION PRESIDENT:** The student performance measure
18 will be thirty (30) percent of the annual evaluation for the president of the association. The
19 District will use the percentage of teachers in the District who were rated either highly
20 effective or effective in the student performance portion of the evaluations, Value Added
21 Model (VAM), as a measure of contribution to student growth. That percentage is
22 calculated by dividing the number of teachers who received either an “Effective” or “Highly
23 Effective” rating by the total number of teachers in the District, including those with a
24 student performance rating of “Unsatisfactory” and “Developing/Needs Improvement”
25 and multiplying by one hundred (100). Final student performance rating shall be as
26 follows:
27

28 **(1) Highly Effective:** One hundred (100) percent Highly Effective/Effective combined with
29 greater than fifty (50) percent Highly Effective.
30

31 **(2) Effective:** Greater than or equal to sixty (60) percent Highly Effective/Effective
32 combined.
33

34 **(3) Developing/Needs Improvement:** Greater than or equal to fifty (50) percent Highly
35 Effective/Effective combined and less than sixty (60) percent Highly Effective/
36 Effective combined.
37

38 **(4) Unsatisfactory:** Less than fifty (50) percent Highly Effective/Effective combined.
39

40 **8.05 – REWRITE:** The TALC Labor/Management Committee will execute a Memorandum

- 1 of Understanding (MOU) in FY22 (2021-2022 school year) that includes a clear and concise
- 2 re-write of Article 8 (Performance Evaluation) to be effective July 1, 2022 for FY23 (2022-
- 3 2023 school year).

ARTICLE 9 – DISCIPLINARY PROCEDURES

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

6
7 **(1) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job
8 performance shall be reviewed by the site-based or school-based administrator. During
9 the investigation, the District may temporarily reassign the employee. The employee shall
10 be provided an opportunity to be heard regarding all allegations at a meeting with the
11 site-based or school-based administrator.

12
13 **(2) District-Based Investigation:** Professional Standards may initiate an investigation at
14 the request of the site-based or school-based administrator or Superintendent in
15 response to allegations of employee misconduct or unsatisfactory job performance that
16 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 student,
21 the District must immediately suspend the employee, with pay, from regularly assigned
22 duties and reassign the employee to a position that does not require direct contact with
23 students. An employee may be suspended with pay or reassigned pending the outcome
24 of an investigation for allegations not involving the health, safety, or welfare of a student.
25 Suspension with pay or reassignment pending the outcome of an investigation shall
26 continue until an outcome has been rendered by the District and shall not be subject to
27 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 has
31 the right to request representation of their choice from the following: the employee's
32 attorney, a union representative, or a co-worker that is a member of the bargaining unit.
33 Notice of representation by an attorney or union representative must be provided in
34 writing. Management is not required to inform an employee of their Weingarten rights. It
35 is the employee's responsibility to know their rights and to request representation, if they
36 desire representation.

37
38 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written

1 notice, whenever possible, of a pre-determination hearing. Employees shall have the right
2 to representation and the employee may present relevant information in their defense.
3 Allegations will be reviewed at the pre38 determination hearing and the employee will be
4 provided an opportunity to respond. After all information has been considered, a
5 disciplinary outcome will be rendered. The Association shall have the right to attend all
6 District-based pre-determination hearings.

7
8 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when
9 appropriate, and may include, but is not limited to: no cause, conference summary, written
10 reprimand, last chance agreement, suspension, termination, reassignment, retraining, or
11 other assistance.

12
13 **(7) Probationary Period:** A new period of probation shall not be used as a form of
14 disciplinary action for an employee who has previously completed their probationary
15 period.

16
17 **(8) Use of Technology:** Email, audio and video recordings, cell phones, and other forms
18 of technology are common in the workplace and may be used in the course of an
19 investigation. The initial review of security camera footage or other technology for the
20 purpose of monitoring employee performance shall be conducted by the site-based or
21 school-based administrator and shall remain confidential during the pendency of an
22 investigation. All records will be provided to the Association as soon as technologically
23 feasible and in accordance with Florida Statute. If security camera footage is evidence in
24 an investigation of employee misconduct, the Association will have the opportunity to
25 inspect it prior to and/or during a pre-determination hearing. Disciplinary action will be
26 based upon a totality of circumstances rather than solely upon use of technology.

27
28 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a teaching
29 contract or supplemental contract shall be only for just cause, as defined in Florida Statute
30 1012.33 and 1012.335, and Florida Administrative Code 6A-5.056. Employees with Annual
31 Contract status who are recommended for non-reappointment are not entitled to an
32 appeal or the grievance procedure, but may be eligible for a review of their non-reappoint
33 in accordance with Article 5.01.

34
35 **(1) No Finding:** If an investigation results in no finding of just cause, written
36 documentation of no finding will be placed in the investigative file and a copy will be
37 provided to the employee. No finding of just cause is a non-disciplinary outcome and
38 shall not be placed in the employee's personnel file.

39
40 **(2) Letter of Guidance:** If an investigation results in no finding of just cause, a Letter of

1 Guidance may be issued and will be placed in the investigative file and a copy will be
2 provided to the employee. A Letter of Guidance is a non-disciplinary outcome that may
3 be issued to address allegations of potential misconduct that are unsubstantiated but
4 could negatively impact an employee's professional standing. A Letter of Guidance offers
5 advice to the employee on conduct to moderate or monitor in order to ensure the
6 employee meets the high ethical standards of public employment. A Letter of Guidance
7 shall not be placed in the employee's personnel file.

8
9 **(3) Administrative Notes:** Administrative Notes are any documentation of a meeting
10 that may result in disciplinary action, including but not limited to an administrator's notes
11 regarding a verbal warning.

12
13 **(4) Conference Summary:** A Conference Summary is site-based or school-based
14 disciplinary documentation. Any Conference Summary shall be provided to the employee
15 and shall be signed by the employee for the sole purpose of indicating that the employee
16 has received a copy and has had an opportunity to discuss it with their immediate
17 supervisor. If the employee refuses to sign, the Conference Summary will be provided to
18 the employee, indicating that the employee refused to sign. Employees have the
19 opportunity to submit a written response, which will be attached to the Conference
20 Summary.

21
22 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is
23 placed in an employee's personnel file. Any Written Reprimand shall be provided to the
24 employee and shall be signed by the employee for the sole purpose of indicating that the
25 employee has received a copy and has had an opportunity to discuss it with their
26 immediate supervisor. If the employee refuses to sign, the Written Reprimand will be
27 provided to the employee and a copy will be placed in the employee's personnel file
28 indicating that the employee refused to sign. Employees have the opportunity to submit
29 a written response, which will be placed in the employee's personnel file.

30
31 **(6) Last Chance Agreement:** Last Chance Agreements shall be specific in nature and
32 when appropriate a duration will be specified.

33
34 **(7) Suspension:** The process for suspension without pay shall be governed by School
35 Board Policy.

36
37 **(8) Termination:** The process for termination shall be governed by School Board Policy.
38 Employees will receive written notice of a recommendation for termination, which will
39 include the reason for the recommendation. Employees shall be entitled to a hearing
40 before the Board.

ARTICLE 10 – COMPENSATION

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

9 10 **(1) Starting Salary:**

11 **(a) Starting Salary Schedule:** Effective July 1, 2021, the District will adopt a
12 Starting Salary Schedule with a minimum base salary of \$47,500.00 for instructional
13 staff, excluding Special Instructional Staff who will receive a minimum base salary
14 of \$52,500.00. Employees will be eligible to receive a maximum of twenty (20) years
15 of experience credit to count toward starting salary.

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

25
26 **(2) Instructional Experience:** To be eligible, creditable experience must have been
27 attained after the person held a valid teaching certificate and a four-year degree
28 except if specified otherwise by Florida certification rules.

29
30 **(3) Special Instructional Experience:** Experience credit shall be granted for each year of
31 related work experience in public or private agencies servicing children and families, not
32 to include private or charter schools. Experience must be comparable to the position for
33 which the employee is hired and must be creditable. Special Instructional work experience
34 credit will not impact starting salary.

35
36 **(4) Military Experience:** Starting salary for JROTC instructors shall be based upon the
37 District’s agreement with the military. JROTC instructors who are awarded a vocational
38 certificate will receive six (6) years of experience credit for military service. All other terms

1 and conditions of this agreement shall apply equally to JROTC instructors.

3 **10.02– SALARY SCHEDULES**

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

8
9 **(2) Performance Salary Schedule:** In accordance with Florida Statute, the District has
10 adopted a Performance Salary Schedule for all instructional staff with Annual Contract
11 or Probationary Contract status.

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

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

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

29 **(3) Differential Pay**

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

35 **(1) Turnaround School Supplement:** A supplement of \$4,000.00 is
36 available for all instructional staff assigned to Fort Myers Middle Academy,
37 Franklin Park Elementary, Tice Elementary, East Lee County High, Colonial
38 Elementary, Edgewood Academy, and Island Coast High for FY23 (2022-
39 2023 school year).

40 **(2) Transition School Supplement:** A supplement of \$2,000.00 is available

1 for all instructional staff assigned to Manatee Elementary, Ray V. Pottorf
2 Elementary, James Stephens Elementary, Mirror Lakes Elementary, Orange
3 River Elementary, and Sunshine Elementary for FY23 (2022-2023 school
4 year).

5 **(3) Special Center School Supplement:** Effective July 1, 2021, a
6 supplement of \$4,000.00 is available for all instructional staff assigned to
7 Buckingham Exceptional Student Center, Department of Juvenile Justice
8 (DJJ) locations, Lee Adolescent Mothers Program, Royal Palm Exceptional
9 Center, and Success Academy.

10 **(3) Athletics – Post Season Bonus:** The head coach and varsity assistant
11 coaches shall be paid \$100.00 per week for coaching any or all of the defined
12 work week during FHSAA sponsored post-season events. The post season
13 athletic week shall be defined as Monday through Saturday for supplement
14 calculation purposes. The TALC salary supplement shall be signed by the
15 employee, the Principal, and the Athletic/Activities Director. The
16 Athletic/Activities Director shall maintain records to monitor and authorize
17 payment of the post-season supplements.

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

24
25 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the TALC
26 Labor/Management Committee, will develop and implement a system for awarding all
27 incentive and bonus programs that is in compliance with applicable laws. Availability of
28 funding may impact the continuation of incentive and bonus programs.

29
30 **(1) District Incentive and Bonus Programs:**

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

39 **(b) Reading Endorsement:** Effective July 1, 2020, all instructional staff who obtain
40 a reading endorsement shall be eligible for a one-time incentive payment of

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

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

17 **(d) Recruitment:** Recruitment of employees into critical shortage areas may
18 necessitate the use of recruitment incentives. Incentives for District employees will
19 be determined annually by the District.
20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39 **(1) Student Performance:** A bonus in the amount of \$50.00 for each
40 student taught by the AICE teacher in each full-credit AICE course who

1 receives a score of E or higher on the AICE exam.

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

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

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

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

18 **(1) Student Performance:** A bonus in the amount of \$50.00 for each
19 student taught by the AP teacher in each AP course who receives a score of
20 3 or higher on the AP exam.

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

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

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

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

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

39 **(3) Weight of 0.3:** A bonus of \$75.00 for each student taught by a teacher
40 who provided instruction in a course that led to the attainment of a CAPE

1 industry certification on the CAPE Industry Certification Funding List with a
2 weight of 0.3.

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

7 **(5) Disclaimer:** Nothing herein shall be construed to expand the CAPE
8 Industry Certification Exam Program beyond the limits of applicable state
9 and federal law

10 11 **10.04 – NON-STANDARD RATE OF PAY**

12
13 **(1) Extended Work Year:** Teachers who are employed beyond the 196-day work year,
14 including but not limited to summer school, will be paid on the same base rate of pay as
15 received in the school year just completed, exclusive of any supplements paid.

16
17 **(2) Extended Work Day:** Teachers who, during the 196-day work year, are employed
18 for instruction at the District office or a school beyond the defined teacher work day,
19 will be paid according to their current base rate of pay, exclusive of any supplements paid.

20 21 **(3) Professional Development**

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

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

29
30 **(4) Instruction During Missed Planning and Classroom Coverage:** If no Guest Teacher
31 is available to provide classroom coverage for an absent classroom teacher, Classroom
32 Instructional Staff or Non-Classroom Instructional Staff, as defined in Appendix C, may be
33 assigned by an immediate supervisor to provide classroom coverage:

34 **(a) Voluntary Assignment:** Volunteers will be sought and a rotation schedule will
35 be followed. The immediate supervisor shall maintain a list of employees who
36 voluntarily agree to provide instruction during missed planning or classroom
37 coverage. If volunteers are not available an immediate supervisor may assign
38 classroom coverage to employees in an equitable fashion.

39 **(b) Administrative Tasks:** Employees who provide support to a classroom in need
40 of classroom coverage by providing assistance with lesson plans, grading of

1 assignments, parent contract, or other administrative tasks will be paid at their
2 regular rate of pay (hourly rate) for an additional one (1) hour per day.

3 **(c) Guidelines**

4 **(1) Elementary Schools:** Each classroom teacher absence or vacant
5 classroom teacher position will result in additional funding at a rate of
6 \$375.00 per day for classroom coverage. Available funding will be split
7 evenly among employees who are responsible for providing classroom
8 coverage. If possible, students will be split among employees who teach the
9 same grade level or are part of the same team. Administrators may assign
10 Non-Classroom Instructional Staff to provide classroom coverage instead of
11 splitting classes, if necessary. Classroom coverage of less than two (2) hours
12 will be rounded up to the nearest quarter hour and paid at the employee's
13 regular rate of pay (hourly rate).

14 **(2) Secondary Schools:** Each classroom teacher absence or vacant
15 classroom teacher position may result in an opportunity for employees to
16 provide instruction during missed planning or classroom coverage. In
17 addition to regular pay, eligible employees will receive a classroom
18 coverage premium in the amount of \$60.00 per hour for daily coverage and
19 \$75.00 per hour for semester coverage. Employees will receive their regular
20 rate of pay (hourly rate) for the loss of one (1) planning period per day. For
21 purposes of payment, minutes worked will be rounded up to the nearest
22 quarter hour.

23 **(3) Special Centers and K-8 Schools:** Employees who provide classroom
24 coverage for elementary school students will be paid based upon the above
25 guidelines for Elementary Schools. Employees who provide classroom
26 coverage for middle and high school students will be paid based upon the
27 guidelines above for Secondary Schools.

28 **(4) Conflicts and Unique Coverage Situations:** The TALC
29 Labor/Management Committee will review situations where there is a
30 concern about equity or manageability or if there is a unique classroom
31 coverage situation that is not addressed by the above guidelines.

32 **(d) Special Instructional Staff:** Special Instructional staff, including: Athletic
33 Trainers, School Counselors, School Social Workers, Speech-Language Pathologists
34 (SLPs), Occupational Therapists (OTs), Physical Therapists (PTs), School Nurses (RNs),
35 School Psychologists, Licensed Mental Health Professionals, and Board-Certified
36 Behavior Analysts (BCBAs) will not be required to provide classroom coverage.

37 **(e) Non-classroom Instructional Staff:** Non-classroom instructional staff, including
38 but not limited to Special Instructional Staff, shall be given one (1) continuous
39 planning/conference time of not less than one instructional period per day to allow
40 them the opportunity to provide instructional coverage.

1 **(f) Rewrite:** The TALC Labor/Management Committee will execute a Memorandum
2 of Understanding (MOU) in FY22 (2021-2022 school year) that includes a clear and
3 concise re-write of Article 10.04 (Instruction During Missed Planning and Classroom
4 Coverage) to be effective July 1, 2022 for FY23 (2022-2023 school year). If no MOU
5 is executed prior to July 1, 2022, the parties will return to the language in place for
6 FY21 (2020-2021 school year).

7
8 **10.05 – PAY DELIVERY**

9
10 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee
11 payroll.

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

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

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

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

26
27 **(2) Payment Method:** All employees shall be paid by direct deposit or District provided
28 pay card.

29
30 **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of
31 a need for paycheck adjustments. Arrangements for handling paycheck adjustments will
32 be made directly with the employee. Every effort will be made to resolve paychecks
33 adjustments within the calendar year to ensure accurate reporting of wages for tax
34 purposes.

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

37
38 **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated
39 in accordance with Florida Statute, Chapter 119.

1 **(5) Payment of Supplements:** Supplements will not be paid until ratification of the
2 contract covering the school year during which the supplement is provided, or September
3 30, whichever is earlier. Supplements may only be split between two employees with each
4 receiving half of the total amount.

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

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

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

13
14 **10.06 – CHANGES IN COMPENSATION:** Changes in base salary will be at a fixed rate
15 based upon a standard work year and work day for a full-time employee, i.e. 196 days,
16 7.6 hours per day, 1.0 FTE, unless otherwise stated. Changes will be applied in the
17 following order:

18
19
20 **(1) Performance Based Pay:** Performance based salary increases were made available to
21 employees based on classification as “Eligible” or “Ineligible” for Career Ladder
22 Movement. Instructional staff employed by the District on the date of execution of the
23 FY22 (2021-2022 school year) TALC COVID MOU who were eligible for the FY21 Career
24 Ladder Movement received an increase in base salary of \$1,000.00.

25
26 **(2) Salary Increases**

27 **(a) All Instructional Staff:** All instructional staff will receive a salary increase of
28 \$200.00 retroactive to July 1, 2021.

29 **(b) Creditable Experience:** All instructional staff, except for Special Instructional
30 Staff and JROTC instructors, will receive the following salary increases based upon
31 creditable years of teaching experience on file with the District at the time of
32 ratification.

33 **(1) Four (4) to Seven (7) Years:** Employees with four (4) to seven (7) years
34 of creditable teaching experience will receive a salary increase of \$1,200.00,
35 retroactive to July 1, 2021.

36 **(2) Eight (8) to Thirteen (13) Years:** Employees with eight (8) to thirteen
37 (13) years of creditable teaching experience will receive a salary increase of
38 \$1,700.00, retroactive to July 1, 2021.

39 **(3) Fourteen (14) to Nineteen (19) Years:** Employees with fourteen (14) to
40 nineteen (19) years of creditable teaching experience will receive a salary

1 increase of \$2,200.00, retroactive to July 1, 2021.

2 **(4) Twenty (20) Years or More:** Employees with twenty (20) years or more
3 of creditable teaching experience will receive a salary increase of \$2,700.00,
4 retroactive to July 1, 2021.

5 **(c) Special Instructional Staff and JROTC Instructors:** In order to address
6 concerns about the accuracy and availability of creditable experience data for
7 Special Instructional Staff and JROTC instructors, all Special Instructional Staff and
8 JROTC Instructors will receive a salary increase of \$2,000.00, retroactive to July 1,
9 2021.

10
11 **(3) Teacher Salary Increase Allocation (TSIA):** In order to comply with recently enacted
12 laws related to salaries for "classroom teachers" and other instructional staff, the minimum
13 base salary for all instructional staff will be increased to \$47,500.00, effective July 1, 2021.
14 Instructional staff who are employed by the District at the time of ratification will receive
15 an increase to the newly established minimum base salary.

16
17 **(4) Special Instructional Staff:** In order to address retention and recruitment concerns
18 in positions requiring highly specialized knowledge and high-demand professional
19 credentials, Special Instructional Staff who are employed by the District at the time of
20 ratification will receive an increase to the newly established minimum base salary for
21 Special Instructional Staff. Special Instructional Staff includes Athletic Trainers, School
22 Counselor, School Social Worker, Speech Language Pathologist (SLP), Occupational
23 Therapist (OT), Physical Therapist (PT), School Nurse (RN), School Psychologist, Licensed
24 Mental Health Professional, and Board-Certified Behavior Analyst (BCBA).

25
26 **(5) Market Adjustment:** In order to address inequities in the salary schedules created by
27 changes in Florida Statute and economic conditions over the past twenty (20) years,
28 instructional staff who are employed by the District at the time of ratification will receive
29 a market adjustment to ensure that they are paid no less than starting salary for
30 instructional staff based upon creditable years of experience (Years X) on record with the
31 District as of the date of ratification. Eligible employees of comparable classes will receive
32 the same salary increase with no distinction to be made regarding salary schedule.

33
34 **(6) Longevity Pay:** In order to acknowledge the dedicated service of District employees,
35 longevity supplement amounts will be increased for the following employees:

36 **(a) Twenty-five (25) to Twenty-nine (29) Years:** Employees with twenty-five (25)
37 to twenty-nine (29) years will receive an increase to the longevity supplement in
38 the amount of \$500.00, increasing the supplement from \$1,500.00 to \$2,000.00

39 **(b) Thirty (30) or More Years:** Employees with thirty (30) or more years will receive
40 an increase to the longevity supplement in the amount of \$500.00, increasing the

1 supplement from \$2,000.00 to \$2,500.00.

2
3 **(7) Retention Bonuses:**

4 **(a) ESSER Retention Bonus 1:** Instructional staff will be eligible for a one-time
5 bonus in the amounts below, if they are employed on the date of ratification.
6 Employed is defined as payroll active, actively working, and with no break in service.
7 Payment will be issued on April 30, 2022.

8 **(1) Returning Employees:** Instructional staff who were employed on their
9 last regularly scheduled work day of FY21 (2020-2021 school year), who
10 were employed on the first regularly scheduled work day of FY22 (2021-
11 2022 school year) will receive a one-time bonus in the amount of \$2,575.00.

12 **(2) Hired Quarter 1:** Instructional staff who were hired prior to the end of
13 the first quarter of FY22 (2021-2022 school year) will receive a one-time
14 bonus in the amount of \$2,200.00.

15 **(3) Hired Quarter 2:** Instructional staff who were hired prior to the end of
16 the second quarter of FY22 (2021-2022 school year) will receive a one-time
17 bonus in the amount of \$1,900.00.

18 **(4) Hired Quarter 3:** Instructional staff who were hired prior to the end of
19 the third quarter of FY22 (2021-2022 school year) will receive a one-time
20 bonus in the amount of \$1,300.00.

21 **(b) ESSER Retention Bonus 2:** Instructional staff will be eligible for a one-time
22 bonus in the amount of \$1,500.00, if they are employed on their last regularly
23 scheduled work day of FY22 (2021-2022 school year) and September 30, 2022.
24 Employed is defined as payroll active, actively working, and with no break in service.
25 Payment will be issued on October 14, 2022.

26 **(c) District Retention Bonus:** Instructional staff will be eligible for a one-time
27 bonus in the amount of \$1,000.00, if they are employed on their last regularly
28 scheduled work day of FY22 (2021-2022 school year) and September 30, 2022.
29 Employed is defined as payroll active, actively working, and with no break in service.
30 Payment will be issued on October 14, 2022.

31
32 **(8) Instructional Supplements**

33 **(a) Turnaround Schools:** Effective July 1, 2022, instructional staff assigned to
34 Turnaround Schools will receive a supplement in the amount of \$4,000.00.

35 **(b) Transition Schools:** Effective July 1, 2022, instructional staff assigned to
36 Transition Schools will receive a supplement in the amount of \$2,000.00.

37 **(c) Special Center Schools:** Effective July 1, 2021, instructional staff assigned to
38 special center schools will receive a supplement in the amount of \$4,000.00.
39

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 through
4 a program offered by Aetna Inc. (Aetna).

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

13
14 **11.02 – FLEX CREDITS:** Effective April 1, 2021, the Board shall contribute \$8,104.80 into
15 Flex Credits for each employee who is enrolled in Board-Provided Benefits.

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

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

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

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

35
36 **(1) Enrollment:** Enrollment in the Flex Plan is automatic. New employees eligible for
37 benefits have the option to waive participation in the Flex Plan within the first thirty
38 (30) days of employment. Regular employees eligible for benefits are allowed to change

1 their Flex Plan status during the annual enrollment period or within sixty (60) days
2 following a qualified family status change. Enrollment in any individual benefit included
3 in the Flex Plan remains binding until the employee changes their benefit election. Such
4 changes may only be made during the Open Enrollment period for the benefit or within
5 thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following a
6 qualified family status change, and must be made on the appropriate enrollment change
7 form. Changes made during the Open Enrollment period will become effective the first
8 day of the new benefit plan year.

9
10 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional
11 medical and/or dependent care Flexible Spending Accounts, which allow those employees
12 to pay for qualified medical and dependent care expenses with pre-tax payroll deductions.
13 Flex Credits may not be directed to Flexible Spending Accounts.

14
15 **11.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
16 through the District’s medical plan to each eligible employee. Effective April 1, 2019, the
17 Board will provide major medical insurance through four (4) Aetna self-insured medical
18 plans: Plan 3769, Plan 5773, Plan 7419, and High Deductible Health Plan (HDHP). Such
19 coverage shall become effective the first of the month following a forty-five (45) day
20 waiting period from date of employment. The date of employment shall be included as
21 one of the forty-five (45) days.

22
23 **11.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
24 insurance coverage shall be allowed to decline coverage under the School District’s
25 medical plan. Employees shall receive \$25.00 per paycheck (24 pay periods) or \$30.00 per
26 paycheck (20 pay periods) of Flex Credits to spend on voluntary benefits (dental, vision,
27 and/or cancer).

28 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000.00) of
29 group term life insurance for each eligible employee, with an additional twenty thousand
30 dollars (\$20,000.00) accidental death and dismemberment (AD&D) insurance. Coverage
31 shall begin on the first of the month following a forty-five (45) day waiting period from
32 date of employment. The date of employment shall be included as one of the forty-five
33 (45) days.

34
35 **11.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
36 available to all eligible employees. Employees who participate in voluntary benefits must
37 do so at their own expense or with available Flex Credits. Voluntary benefits shall be
38 recommended by the Insurance Task Force and approved by the Board.

39
40 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more hours

1 per work week are eligible for the optional group voluntary benefits offered by the Board.

2
3 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees
4 in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

5
6 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be
7 transferred out of the fund without the recommendation of the Insurance Task Force.

8
9 **11.10 – RETIREMENT:** The District participates in the Florida Retirement System (FRS)
10 and contributes on behalf of all eligible employees.

11
12 **11.11 – SOCIAL SECURITY:** The District makes Social Security contributions on behalf of
13 all eligible employees.

ARTICLE 12 – LEAVE

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

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

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

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

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

33
34 **(5) Return from Extended Leave:** A teacher having been granted leave for the school
35 year or for the remaining part thereof, who desires to return to duty the next school year,
36 shall so notify the Superintendent in writing by April 1. Upon the return of the employee
37 on leave, the replacement employee shall be placed in a similar or comparable position
38 with the District.

1
2 **(6) Leave Approval:** All requests for leave shall be submitted on the proper form and
3 shall be subject to approval or disapproval by the Superintendent.
4

5 **(7) Leave Disposition:** All teachers making an application for leave shall be notified in
6 writing of the disposition of such leave on the form provided by the Board. Reasonable
7 effort will be made to ensure notification of the employee regarding the disposition of
8 the leave prior to the date for which leave is requested.
9

10 **12.02 - TYPES OF LEAVE:**

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

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

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

38 **(c) Summer School:** Regular employees who are employed for the exclusive
39 purpose of working during the summer school session, shall earn one day (actual
40 number of hours worked per day in summer session) of sick leave for each three

1 (3)-week term employed during summer school if such employment meets the
2 requirements of law for earning sick leave. However, no more than two (2) days'
3 sick leave with pay may be used during summer school in any one summer.

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

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

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

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

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

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

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

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

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

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

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

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

39 **(g) Reinstating Accrued Sick Leave:** When a teacher of the Lee County School
40 District interrupts service through termination and subsequently returns to

1 employment in the District without having used their Lee County accrued sick leave
2 credit in another Florida school district, such accrued sick leave credit shall
3 become valid on the first day of contractual service.

4 **(h) Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits
5 based on unused sick leave, all unused sick leave credit shall become invalid.
6

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

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

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

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

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

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

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

35 **(2) Time Limit:** Any employee who has claim for compensation while
36 absent because of injury or illness incurred as prescribed herein, shall file a
37 claim on the standard form provided by the Board with their principal or
38 other immediate supervisor by the end of the fifth working day following the
39 teacher's return to duty after the leave or illness-in-line-of-duty.
40

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **(1) Disapproval:** accept disapproval of the personal leave
5 request, or

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

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

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

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

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

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

1 child.

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

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

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

8 **(c) Resign:** resign

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

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

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

15 **(c) Resign:** resign

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

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

1 year, a request for the next fiscal year shall not extend beyond the end of the first semester.

2
3 **(5) Military Leave:** Military leave shall be granted in accordance with applicable state and
4 federal law. Nothing herein shall be construed to expand any military leave privileges
5 other than those provided by applicable state and federal law.
6

7 **(6) Jury Duty Leave:** Any regular teacher, including those employed expressly for
8 summer school, who is summoned as a member of a jury panel shall be granted temporary
9 duty leave with pay. The Board shall not reimburse the teacher for meals, lodging and
10 travel expenses incurred while serving as a juror. Jury fees paid by the court for such
11 purpose may be retained by the teacher.
12

13 **(7) Witness Leave:** When a teacher is subpoenaed, they may be granted temporary duty
14 leave. In no case shall temporary duty with pay be granted for court attendance when
15 an employee is engaged as a party to the litigation. The teacher may retain any fees
16 received from the court. In the event no fees are received from the court and the teacher
17 is representing the Board as a witness or a defendant, they will be eligible to be paid per
18 diem and travel expenses, where applicable, upon filing an official request for
19 reimbursement.
20

21 **(8) Extended Professional Leave:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **(m) Board Discretion:** Approval of extended professional leave is a discretionary
23 decision of the Board and is not subject to the grievance procedure.
24

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

38 **(a) Summer Coursework:** Employees enrolled in a degree-seeking program may
39 be eligible to apply for temporary duty leave of up to a total of five (5) days
40 during pre- or post-school planning as needed to attend summer school classes

1 for completion of the degree. Application for this leave must be submitted at least
2 twenty (20) days prior to the close of the teacher's work year and will be subject
3 to review and approval by the professional leave committee as defined in Article
4 12.02(8).

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

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

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

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

34 **(d) Intermittent Leave for Planned Medical Treatment:** FMLA leave may be
35 taken intermittently whenever it is medically necessary to take care of a seriously ill
36 spouse, child or parent of the employee, or because of the employee's own
37 serious health condition making the employee unable to work. Intermittent leave
38 may be taken in increments of one or more days or partial days. Certification of the
39 need for intermittent leave, and the leave schedule, shall be provided by the health
40 care provider. Employees needing intermittent FMLA leave must attempt to

1 schedule their leave so as to minimize disruption to the District's operations.
2 The District may assign an employee to an alternative position on a temporary
3 basis with equivalent pay and benefits that better accommodates the employee's
4 intermittent leave schedule. Intermittent FMLA leave must be requested by the
5 employee in writing at least thirty (30) days in advance, or as soon as is practicable.

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

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

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

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

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

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

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

28
29 **12.03 - INSURANCE COVERAGE:** The insurance coverage of any employee who is
30 granted a leave terminates on the first scheduled pay day that the employee does not
31 receive a paycheck, except as otherwise provided by law or this agreement. To continue
32 insurance coverage during the leave period, the employee must remit all premiums due
33 thereafter when permitted.

34 35 **12.04-TERMINAL PAY BENEFITS**

36
37 **(1) Eligibility:** A regular full-time teacher, upon application, after ten years of creditable
38 service in a retirement plan established by the Florida Legislature, shall be entitled to
39 terminal pay at the time of:

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

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

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

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

7
8 **(2) Payment:** Terminal pay shall be paid after ten (10) years of creditable service in a
9 retirement plan established by the Florida Legislature and shall be based on the total
10 number of accrued and valid sick leave days credit to the teacher at the daily rate of
11 pay of the teacher at the time of termination. The amount of terminal pay shall be
12 computed as follows:

13 **(a) One to Three District Years:** during the years of service one through three
14 (1-3) in the District, thirty-five (35) percent of the hours of accumulated sick
15 leave shall be multiplied times the base rate of pay

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

19 **(c) Seven to Nine District Years:** during the years of service seven through nine
20 (7-9) in the District, forty-five (45) percent of the hours of accumulated sick leave
21 shall be multiplied times the number of days of accumulated sick leave; or

22 **(d) Ten to Twelve District Years:** during the years of service ten through twelve
23 (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall
24 be multiplied times the base rate of pay

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

28
29 **(3) Qualification:** Any teacher entitled to terminal pay benefits shall have been under
30 contract to render services for the period immediately preceding termination of
31 employment and shall not be under suspension from duty except for reasons pertaining
32 to health, or have any charges pending which could result in dismissal from employment.

33
34 **(4) Special Pay Plan:** Teachers shall participate in the Special Pay Plan upon retirement,
35 participation in the Florida Retirement System DROP program or upon termination from
36 District employment. Teachers who have \$1,000.00 or more of terminal pay for unused
37 accumulated sick leave and/or payments for unused annual leave shall have all eligible
38 funds placed in the Special Pay Plan subject to the specific provisions of the plan.

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

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

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

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

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

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

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

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

28 **(c) Donation:** Donation of a seventh or subsequent sick leave day by October
29 15th.

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

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

1
2 **(4) Duration:** If membership in the bank and the number of days in the bank should
3 fall below three hundred (300), the bank shall be discontinued and days remaining in
4 the bank shall be distributed as provided elsewhere in this section.

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

14
15 **(6) Benefits:** The SLB shall be used only by the SLB member for their own personal illness
16 or disability and may not be used because of the illness, disability or death of any other
17 person.

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

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

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

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

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

38 **(c) Request Denial:** Questions raised by Human Resources concerning the
39 eligibility of an employee to receive benefits will be reviewed by the Overview
40 Committee which will make the final determination as to eligibility for benefits.

1 In cases denied, the Overview Committee shall provide, in writing, reason(s) for
2 such denial. The applicant may appeal their request to the committee for
3 reconsideration within ten (10) days from receipt of denial. The Overview
4 Committee's determination is not subject to the grievance procedure and
5 arbitration.
6

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

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

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

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

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

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

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

40 **(9) Hold Harmless:** The Association, its officers, agents, and members of the bargaining

1 unit will hold the Board, its officers and agents harmless for the cost and results of any
2 action which may be brought by any of its members, group or groups of members,
3 members of the bargaining unit, or agencies of law, with respect to the establishment,
4 administration or expenditure of the assets of the SLB.

5 **(10) Closing of Sick Leave Bank:** Effective April 1, 2019, the SLB will close. The TALC
6 Labor/Management Committee will bring a recommendation about the future of the SLB
7 to the bargaining teams for consideration in FY20 (2019-2020 school year).

8
9 **12.06 – SHARED SICK LEAVE:** All employees covered by this contract may donate
10 accrued, earned sick leave to their spouse (person to whom the donor employee is legally
11 married at the time of donation), child (natural or adopted, but not step-child), parent
12 (mother or father of the donor employee), or sibling (brother or sister of the donor
13 employee, but not step-sister or step- brother) who is also a regular part-time or full-time
14 district employee (not a temporary employee or substitute).

15
16 **(1) Transfer:** The transfer of sick leave is subject to the following limitations and
17 conditions:

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

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

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

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

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

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

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

1 transfer.

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

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

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

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

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

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

17
18 **(2) Hold Harmless:** The Association, its officers or agents and the members of the unit
19 shall hold the Board, its officers, employees and agents harmless from any and all claims
20 which may be brought by any of its members of the unit or authorized litigant with
21 the establishment or administration of the shared sick leave policy.

22
23 **12.07 – REWRITE:** The TALC Labor/Management Committee will execute a Memorandum
24 of Understanding (MOU) in FY22 (2021-2022 school year) that includes a clear and concise
25 re-write of Article 12 (Leave) to be effective July 1, 2022 for FY23 (2022-2023 school year).

ARTICLE 13 – PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing instructional staff with opportunities to participate in the
2 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, or
4 department. The interest-based process and good faith efforts to maintain a collaborative
5 relationship through bargaining related committees reduces the likelihood of labor
6 disputes allowing all staff the ability to focus on student achievement.
7

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

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

20 **13.02 - TALC LABOR/MANAGEMENT COMMITTEE:** The TALC Labor/Management
21 Committee is a standing committee that meets on a regularly scheduled basis. The TALC
22 Labor/Management Committee shall be made up of four (4) members, two (2) from
23 management and (2) from labor. Subject Matter Experts may be invited to participate in
24 TALC Labor/Management Committee meetings. The TALC Labor/Management
25 Committee is responsible for day to day contract administration, including oversight of
26 bargaining related committees and subcommittees, ensuring the successful
27 implementation of negotiated contract language, and executing memorandums of
28 understanding (MOUs).
29

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

1 members to represent their interests. The TALC Labor/Management
2 Committee shall review the parameters for site-based participatory decision making.

3
4 **13.03 – DISTRICT-BASED COMMITTEES:**

5
6 **(1) Insurance Task Force:** The Insurance Task Force is a standing committee that meets
7 on a regularly scheduled basis. The Insurance Task Force shall be made up of sixteen (16)
8 members, eight (8) from management, including the chairperson, and eight (8) from labor,
9 with equal representation for each association representing an affected bargaining unit.
10 The Insurance Task Force shall review existing insurance programs and workers'
11 compensation issues. The Insurance Task Force will explore alternatives, improvements,
12 changes, and specifications to the existing insurance programs. In order to be
13 implemented, any committee recommendations that alter articles of this agreement or
14 any of the medical plan benefit description documents shall be incorporated by reference
15 in the agreement after they have been ratified by both the Board and the Association.

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

23
24 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a
25 standing committee that meets on a regularly scheduled basis. The District Safety/Security
26 Committee shall be made up of sixteen (16) members, eight (8) from management,
27 including the chairperson, and eight (8) from labor, with equal representation for each
28 association representing an affected bargaining unit. The District Safety/Security
29 Committee shall review district safety plans and unresolved site safety/security issues. Any
30 committee recommendations shall be sent to the Superintendent's designee and the
31 TALC Labor/Management Committee by the chairperson.

32
33 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a
34 standing committee that meets on a regularly scheduled basis. The Instructional Calendar
35 Committee shall be made up of twenty-four (24) members, twelve (12) from management,
36 including the chairperson, and twelve (12) from labor, with equal representation for each
37 association representing an affected bargaining unit. The Instructional Calendar
38 Committee shall review the instructional calendar for the upcoming school year. If
39 necessary, work year calendars will be reviewed by the SPALC Labor/Management
40 Committee or the TALC Labor/Management Committee. Any committee

1 recommendations that alter the articles of this agreement shall be incorporated by
2 reference in the agreement after they have been ratified by both the Board and the
3 Association.

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

12
13 **(5) Turnaround School Committee:** The Turnaround School Committee is a standing
14 committee that meets on a regularly scheduled basis. The Turnaround School Committee
15 shall evaluate and develop options to assist in improving working conditions at schools
16 receiving the Turnaround School supplement.

17
18 **(6) District Student Discipline Committee:** The District Student Discipline Committee is
19 a standing committee that meets on a regularly scheduled basis. The District Student
20 Committee shall be made up of sixteen (16) members, eight (8) from management,
21 including the chairperson, and eight (8) from labor, with equal representation for each
22 association representing an affected bargaining unit. The District Student Discipline
23 Committee shall review the Student Code of Conduct. Any committee recommendations
24 shall be sent to the Superintendent's designee and the TALC Labor/Management
25 Committee by the chairperson.

26
27 **13.04 – SITE-BASED COMMITTEES:** Instructional staff that serve on school-based
28 committees represent the interests of individual worksites, therefore committee
29 members will be elected by the instructional staff assigned to that worksite. Committee
30 members will be elected by secret ballot election, to be counted by the Association's lead
31 representative for the site and a site-based administrator. The Association's lead
32 representative or their designee shall be included on all school-based committees.

33
34 **(1) Instructional Leadership Committee:** The Instructional Leadership Committee is a
35 standing committee that meets on a regularly scheduled basis. The Instructional
36 Leadership Committee shall be made up of no less than four (4) members, two (2) school-
37 based administrators and two (2) members of the instructional staff. The Instructional
38 Leadership Committee shall discuss potential labor issues without violating individual
39 employee's right to confidentiality in employment matters. School-administrators or
40 school-based union representatives may refer issues from these meetings to the TALC

1 Labor/Management Committee for consideration.

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

13 **(3) School or Site-Based Safety/Security Committee:** The School Safety/Security
14 Committee is a standing committee that meets on a regularly scheduled basis. The School
15 Safety/Security Committee shall be made up of no less than four (4) members, two (2)
16 school-based administrators and two (2) members of the instructional staff. Committee
17 members may make a written request for an emergency meeting of the School
18 Safety/Security Committee. Written requests for an emergency meeting should specify
19 the reason for the request and should include the Safety & Security Department. Requests
20 must be responded to within 5 days.
21

22 **13.05 – WAIVER OF CONTRACT LANGUAGE**

23
24 **(1) Request:** The Instructional Leadership Committee at any site may request a waiver
25 of contract language in Article 5 (General Employment Practices), Article 6 (Working
26 Conditions), and Article 7 (Work Schedule). All other articles shall not be altered,
27 modified, or deviated from without the express written consent of TALC and the District.
28 Any alternation, modification, or deviation shall be memorialized in a Memorandum of
29 Understanding. Requests for a waiver of contract language shall be made to the TALC
30 Labor/Management Committee.
31

32 **(2) Process:** Requests for a waiver of contract language require that administration at
33 the site allow all instructional staff the opportunity to review the request, discuss the
34 request, and vote by secret ballot. Administration and an Association representative
35 shall count the ballots together and at least 80% of the instructional staff assigned to
36 the site must vote in favor of submitting the request for review by the TALC
37 Labor/Management Committee. Approval of the request may be subject to Board
38 approval.
39

40 **13.06 – CONTINUED COLLABORATION:** Prior to the end of FY22 (2021-2022 school

1 year), the TALC Labor/Management Committee will survey immediate supervisors and
2 TALC Building Representatives to assess the operational status of school-based
3 committees. The TALC Labor/Management Committee will utilize available feedback to
4 develop a “rules of engagement” training for FY23 (2022-2023 school year) and will
5 present a recommendation to the bargaining teams regarding the creation of a “qualified
6 representative” status for Article 4 (Grievance Procedures) and Article 9 (Disciplinary
7 Procedures).

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

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

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

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

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

23 **14.02 - LEARNING:** Professional development will be designed based upon research into
24 best practices and will rely upon evidence-based approaches to instruction, in accordance
25 with the Florida Professional Development Standards and the District’s MIP. Multiple
26 instructional formats and methods will be utilized to differentiate instruction based upon
27 the unique needs of individual learners.
28

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

37 **(2) Mandatory Training and Safety Requirements:** All employees are required to
38 complete annual training related to protection of the health, safety, and welfare of

1 students and staff. Additional mandatory training may be required based upon a stated
2 need by Professional Development or administrator recommendation.

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

8
9 **(4) Promotion and Advancement:** Professional development will be utilized to support
10 employees interested in promotion and advancement or in the realization of other
11 professional or career related goals in a K-12 educational setting.

12
13 **(5) Outside Professional Development:** The District recognizes the widespread
14 availability of professional development opportunities offered by organizations outside
15 of the District and will honor its commitment to support education professionals as life-
16 long learners. Employees may submit a request for in-service credit for professional
17 development completed within the current fiscal year. Professional Development will
18 assess the recency and relevance of outside professional development to assure
19 alignment with District standards before approving or denying requests.

20
21 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery of
22 job embedded training opportunities, including mentoring and other flexible training
23 opportunities, and will be responsive to student and employee needs.

24
25 **(1) School or site-based Support:** Professional Development will aid in the identification
26 of a School or Site-based In-service Representative (SIR) and an APPLS administrator to
27 guide and support the implementation of professional development. Mentors will be
28 required to complete a clinical educator training program or equivalent course work to
29 ensure that they are prepared to support other employees.

30
31 **(2) Coursework:** Professional development identified as part of the District's MIP will
32 include online and on-demand options to support remote work and distance learning.
33 Courses that require in person attendance of participation may be required, but virtual
34 training opportunities will be provided whenever possible.

35
36 **(3) Scheduling:** Professional development will be scheduled based upon employee input
37 and will seek to reduce the need for disruptions to the educational environment, including
38 limiting the need for employee absence during instructional hours and the need for
39 employees to attend to professional development outside of regularly scheduled work
40 hours. Professional development may be scheduled for the summer break, Thanksgiving

1 break, winter break, or spring break. Professional development may be scheduled for
2 afternoons, evenings, or weekends. Professional development may be scheduled during
3 the pre-school week and on designated early dismissal days as established by the District
4 Calendar Committee. Professional development may be scheduled during PLCs, if
5 requested by the employee members of the PLC.

6

7 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-course
8 assessments to measure the effectiveness of professional development. Employees may
9 be required to complete a post-course evaluation survey in order to ensure adequate
10 employee feedback. Cyber security measures, including but not limited to electronic sign-
11 in and passkeys, may be utilized to ensure the integrity of professional development
12 systems.

13

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

ARTICLE 15 – DURATION AND ACCEPTANCE

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

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

15
16 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY22 (2021-2022
17 school year), FY23 (2022-2023 school year), and FY24 (2023-2024 school year).

18
19 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later than
20 August 1, 2022.

21
22 **(2) Successor Agreement:** The parties agree to commence negotiations for a successor
23 agreement no later than June 30, 2023.

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

31
32 **15.04 – MODIFICATION:** The terms and conditions of this Agreement may be altered,
33 changed, added to, deleted from, or modified only through the voluntary mutual consent
34 of the Parties in a written and signed amendment executed according to the provisions
35 of this Agreement.

36
37 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court of
38 competent jurisdiction or as a result of a change in state or federal law, the parties shall meet

1 as soon as practicable to modify the article to the extent necessary to bring it into legal
2 compliance. The remaining articles shall remain in full force and effect for the duration of
3 this Agreement.

4

5 **15.06 - EXPIRATION** This Agreement, together with all the terms, conditions and effects
6 thereof, shall expire on June 30, 2024, and in no event shall any other articles of this
7 Agreement contravene the expiration of this Agreement.

FY22 (2021-2022 school year), FY23 (2022-2023 school year), and FY24 (2023-2024 school year) TALC Tentative Agreement

This Tentative Agreement between the Teachers' Association of Lee County and the School District of Lee County is signed and effective on March 31, 2022.

The Teacher Association of Lee County

_____	_____	_____	_____
Kevin Daly	Date	Kerr Fazzino, Ph.D.	Date
President		Chief Negotiator	

The School District of Lee County

_____	_____	_____	_____
Kenneth Savage, Ed.D.	Date	Robert Dodig, J.D.	Date
Superintendent		Chief Negotiator	