

TALC

2005 - 2006

Collective Bargaining AGREEMENT

between

**The School Board of Lee County
and
Teachers Association
of Lee County**

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ARTICLE 1

PARTIES TO AGREEMENT

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

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

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

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

1.05 - DEFINITIONS:

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

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

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

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

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

3
4 **Immediate Supervisor:** For the purpose of this Agreement, the term *immediate*
5 *supervisor* shall mean:

6
7 (a) In any school, the immediate supervisor is deemed to be the building prin-
8 cipal or acting principal in his/her absence. Teachers shall be notified of the
9 identity of the designee(s).

10
11 (b) In the case of a teacher serving more than one school, the immediate super-
12 visor shall be deemed to be the principal(s) with whom the grievance has
13 been filed.

14
15 (c) In the case of a member of the bargaining unit not assigned to an individual
16 school, the immediate supervisor is deemed to be the coordinator or the
17 director by whom the employee is evaluated.

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

21
22 **Surplus:** A teacher who does not have a position at his/her assigned home
23 school(s), or site(s) due to a reduction in the number of teachers assigned to that
24 school or program.

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26 **Reassignment:** A teacher who is moved within a school.
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ARTICLE 2

RIGHTS AND PRIVILEGES OF PARTIES

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

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

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

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

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

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

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

2.08 - MAILBOXES: The Association shall have the exclusive privilege as the labor organization for teachers, through its representative, of distributing notices of Association meetings in teacher mailboxes in schools. Such notices shall

1 consist of the time, date and place at which a meeting will be held. In addition to
2 notices of Association meetings, other materials such as Association newsletters,
3 which relate to wages, hours, terms and conditions of employment of teachers,
4 and do not advertise or otherwise promote the interests or cause of any
5 commercial, political or non-school agency, individual or organization, may be
6 distributed in teacher mailboxes in schools. A copy of all materials placed in
7 teacher mailboxes shall be given by the Association to the office of the
8 Superintendent prior to each distribution. The Association shall provide a copy of
9 all materials with a notice for distribution from the Superintendent's office to the
10 principal or his/her designee prior to placement in mailboxes. The Association
11 shall have the use of the intra-school mail service for the delivery of notices of
12 meetings to school centers. This use is contingent upon the Board's receipt of an
13 indemnification agreement from the Association, holding the Board harmless
14 from all fines and attorney's fees resulting from any litigation on this issue. The
15 Association's delivery location shall be the Board's central mailroom. A copy of
16 each notice of Association meeting shall be subject to approval by the
17 Superintendent prior to each distribution.

18
19 **2.09 - PAYROLL DEDUCTIONS:** Teachers shall have the right to request and
20 be allowed dues and Association Insurance Program deductions provided that
21 dues deduction and the proceeds thereof shall not be allowed if the Association
22 has lost its rights to dues deduction pursuant to Chapter 447, Florida Statutes.
23 Upon receipt of a properly executed authorization card from each teacher
24 involved, on a form approved by the Board, the Board shall deduct from the
25 teacher's paycheck the amount that the teacher has agreed to pay the
26 Association. These deductions shall remain in effect unless such authorization is
27 revoked by the teacher upon thirty (30) days' written notice to the Board and to
28 the Association. Dues deduction authorization cards must be presented to the
29 Payroll Department six (6) work days before the pay period in which the
30 deduction begins. Any teacher who has requested deductions and who leaves
31 the employment of the School District or terminates his/her authorization for
32 payroll deductions shall not be required to pay any further amounts to the
33 Association. Any dispute as to the amount deducted shall be solely between the
34 Association and the teacher involved. The Association and the individual teacher
35 shall hold the School Board harmless for any liability arising from the deductions
36 as certified by the Association. There shall be a charge of five cents (\$.05) per
37 check per member for the above deductions to be paid for by the Association.

38
39 **2.10 - BUILDING ACCESS:** Designated representatives of the Association shall
40 have the exclusive right as the labor organization for teachers to visit schools to
41 conduct necessary Association business. Immediately upon arrival at any school
42 facility, such representative shall make his/her presence known to the principal or
43 designee and shall indicate the purpose of such business. In no event shall such
44 representative in any way interfere with the instructional program or in any
45 manner interrupt the performance of job responsibilities of any teacher or other

1 District employee. It shall be the right of the principal to determine that such
2 activity does not interfere with the school program.

3
4 **2.11 - ASSOCIATION LEAVE:** The president of the Association may be granted
5 personal leave for the school year(s) of his/her term of office. Such leave shall
6 be granted with the same privilege and benefits approved with personal leave for
7 other employees.

8
9 **2.111 -** The president of the Association and/or his/her designee may be allowed
10 to take up to a total of forty (40) days leave per year to conduct necessary
11 Association business provided written request thereof is submitted in advance to
12 the Superintendent. The full cost of the certified substitute rate of pay shall be
13 paid by the Association for each day of Association leave requested when the
14 leave request is processed. No more than ten (10) days may be used by any one
15 person.

16
17 **2.12 - FACULTY MEETINGS:** Upon request by the Association representative,
18 the building principal will announce during the faculty meeting that the
19 representative will make announcements concerning Association business at the
20 close of the meeting. Attendance during the representative's announcements
21 shall be voluntary.

22
23 **2.13 - CONSULTATION:** The Association may request a consultation with the
24 Superintendent for the purpose of seeking clarification and improving communi-
25 cation in areas affecting terms or conditions of employment. Such consultation
26 shall be initiated by a written request to the Superintendent. A proposed agenda
27 shall be submitted by the Association at the time of the request. The meeting
28 shall be set at a time that will not require employment of a substitute.

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ARTICLE 3

NEGOTIATION PROCEDURE

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

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

3.03 - SUCCESSOR AGREEMENT: Request for an initial negotiation meeting relative to a successor agreement shall be made in writing to the Superintendent by February 1, 2006. The parties agree to use the Interest Based process. The Labor Management Committee shall meet in February 2006 to determine the design, training and schedule for bargaining. Bargaining unit team members shall receive temporary duty leave as required for these purposes.

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

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

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

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ARTICLE 4

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

1 **4.07 - INFORMAL GRIEVANCE PROCEDURE:** In the event that a teacher
2 believes that there is a basis for a grievance, he/she shall, within ten (10) working
3 days of the alleged violation, or within ten (10) working days of the date of the
4 teacher's proven knowledge of such violation, first discuss it in an informal
5 manner with his/her immediate supervisor, either personally or accompanied by
6 an Association representative, if the grievant so chooses. In the event that the
7 grievant chooses to have an Association representative present, the grievant
8 shall give the immediate supervisor at least three (3) working day's notice of the
9 grievant's request for a meeting, the intended presence of an Association repre-
10 sentative, and the nature of the grievance. If the resolution of the grievance is not
11 satisfactory to the grievant or if no disposition has been made within five (5)
12 working days following the informal discussion with his/her immediate supervisor,
13 the grievant may, within fifteen (15) working days, file a formal grievance with
14 his/her immediate supervisor on the form set forth in Appendix C, and the steps
15 of the formal grievance as provided in this Agreement shall be evoked.

16
17 **4.08 - FORMAL GRIEVANCE PROCEDURES:**

18
19 **Step I:** A copy of the grievance shall be forwarded by the grievant to the
20 Superintendent and to the Association at the same time the grievance is filed
21 with the immediate supervisor. The immediate supervisor shall meet with the
22 grievant and his/her legal counsel or Association representative if the grievant so
23 chooses, and attempt to resolve the grievance. Such meeting will require at least
24 three (3) working days' notice and shall be held within ten (10) working days of
25 the date of filing of the formal grievance. The immediate supervisor shall indicate
26 the disposition of the grievance in writing within seven (7) working days of such
27 meeting and shall furnish a copy thereof to the grievant, the Superintendent, and
28 to the Association. If the grievant is not satisfied with the disposition of the
29 grievance, or if no disposition has been made within the time limits as provided in
30 Step I, the grievant may submit his/her grievance, as filed in Step I, to the
31 Superintendent within ten (10) working days of the date of disposition or the
32 expiration of time limits for a disposition.

33
34 **Step II:** The Superintendent shall meet with the grievant and his/her legal
35 counsel or Association representative if the grievant so chooses, within ten (10)
36 working days of the date of filing, and attempt to resolve the grievance. The
37 Superintendent shall indicate his/her disposition of the grievance in writing within
38 seven (7) working days of such meeting and shall furnish a copy thereof to the
39 grievant, the immediate supervisor, and to the Association. In the event the
40 grievant is not satisfied with the disposition of the grievance at Step II, or if no
41 disposition has been made within the time limits as provided in Step II, the
42 grievant, with the approval from and representation by the Association, may
43 submit the grievance to arbitration in accordance with the rules of the American
44 Arbitration Association.

1 **Voluntary Mediation Pilot:** For the 2005-2006 work year the parties agree to
2 submit, when all parties to the grievance agree, any unresolved issues following
3 Step II to voluntary mediation pursuant to the American Arbitration Association's
4 (AAA) Grievance Mediation Procedures prior to initiating Step III of the grievance
5 process as set forth below. When the parties submit a grievance to mediation
6 the timelines are waived so long as the agreement to submit the grievance to
7 mediation occurs prior to the timelines spelled out in Step III below. No decisions
8 reached during mediation are binding on the parties unless the agreement is
9 reduced to writing and signed by both parties. In the event that mediation is not
10 successful in resolving the dispute, the matter may proceed to Step III.

- 11
- 12 a. The Labor Management Committee shall study the use of
13 mediation under this provision, explore alternative mediation
14 processes and make recommendations regarding the
15 continuation of the voluntary mediation program prior to June 1,
16 2006.
- 17
- 18 b. This Voluntary Mediation Pilot program shall not continue
19 beyond June 30, 2006, without the express written agreement of
20 the Association and the District.
- 21

22 **Step III:** Submission of a grievance to arbitration shall be initiated by the
23 grievant, his/her legal counsel or by his/her designated Association representa-
24 tive, by filing a written request with the American Arbitration Association and with
25 the Superintendent within ten (10) working days of the date of the Step II
26 disposition of
27 the grievance or the expiration of time limits for a disposition or the close of any
28 unsuccessful voluntary mediation. The disposition of the grievance made by the
29 arbitrator shall be binding on both parties; providing that the arbitrator shall have
30 no power to add to or subtract from, modify or otherwise alter the terms of the
31 collective bargaining agreement. The Board and the Association will share any
32 information relative to the disposition of the grievance prior to or during
33 arbitration.

34

35 **4.09 - EXPENSES:** Each party shall bear its own expenses in connection with
36 arbitration and mediation; provided, however, the Association shall share equally
37 with the Board only those fees and expenses of the arbitrator and witnesses
38 called by the arbitrator.

39

40 **4.10 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may
41 be extended by written agreement between the grievant, the Association, and the
42 Board. Whenever illness or any other incapacity of the grievant prevents
43 attendance at any grievance meeting, the time limits shall be extended to such
44 time that the grievant can be present.

45

46 **4.11 - MISCELLANEOUS:**

1 **4.111 – GRIEVANCE ADJUSTMENTS:** Adjustment of any grievance described
2 herein shall not be inconsistent with the provisions of this Agreement.

3
4 **4.112 – RIGHTS GUARANTEED BY LAW:** Nothing contained in the grievance
5 procedure shall be construed to deny the Board, the Superintendent, the
6 Association or any teacher the rights guaranteed to them under the laws of the
7 State of Florida or the United States of America.

8
9 **4.113 – MEETINGS-PRIVACY:** All meetings and hearings under the grievance
10 procedure shall be held in private and shall include only such parties with an
11 interest, their representatives, and witnesses as necessary.

12
13 **4.114 – RELEASE FROM WORK:** All grievances shall be processed during
14 times which do not interfere with or cause interruption of a grievant's work
15 responsibilities, provided, however, released time without loss of pay may be
16 granted to teachers whose attendance is required when grievance meetings are
17 held during work hours.

18
19 **4.115 – RESPONSIBILITIES DURING GRIEVANCE PROCESSING:** The filing
20 of a grievance shall in no way interfere with the right of the Board to proceed to
21 carry out its management responsibilities, subject to the final resolution of the
22 grievance. The teacher shall abide by the management decision involved in any
23 grievance, prior to and during the time the grievance has been filed and shall not
24 discontinue his/her duties prior to and during the time a grievance is being
25 processed.

26
27 **4.116 – GRIEVANCE RECORDS:** All official records of the processing of a
28 grievance shall be confidential and be filed separately from the personnel file of
29 grievant.

30
31 **4.117 – TIME LIMITS:** Failure of the grievant to proceed with a grievance within
32 the time herein before provided shall bar the grievant from any further right to
33 pursue
34 that grievance.

35
36 **4.118 – JURISDICTION:** Should a grievance arise as the result of an alleged
37 violation of an Association right as identified in Article 2, Sections 3, 4, 5, 6, 7, 8
38 and 9, and the grievant and the principal agree that the principal is without the
39 authority necessary to resolve the issue, the grievant may file the grievance with
40 the Superintendent and proceed through the grievance procedure from Step II
41 forward.

42
43 **4.119 – GRIEVANCE FORMS:** Standard forms (Appendix C) shall be made
44 available to members of the bargaining unit and representatives of the
45 Association upon request.

1 **4.12 – WAIVER OF STEPS:** By mutual agreement, the parties may waive Step I
2 and Step II.
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ARTICLE 5

TEACHING CONDITIONS

5.01 - WORK DAY: The basic work day for teachers shall be seven and one-half (7-1/2) hours on all days when students are in attendance. On all teacher duty days and inservice days, the basic work day for teachers shall be seven (7) hours. The work day for teachers shall include:

- a. A lunch time each day equivalent to the student lunch time, but not less than twenty-five (25) minutes. The teacher's lunch period shall be without direct responsibility for students.
- b. Each middle and high school teacher shall be given one (1) continuous planning/conference time of not less than one instructional period per day. The length of the instructional period each day will be determined by the individual school's master schedule. Elementary school teachers shall have planning/conference time totaling not less than fifty (50) minutes per day or the equivalent on a weekly basis to include a minimum of thirty (30) continuous minutes per teacher per day except in those cases as referenced in 5.01(d) and 5.03. Such time shall be used for lesson preparation and for meeting other job description responsibilities.
- c. Fulfillment of performance responsibilities as defined by the Board's job description for teachers shall be made available upon request to the individual supervisor.
- d. The Board and the Association recognize that schools provide many learning activities other than in individual classrooms. Such activities as state or district testing programs, field days, field trips, theme days, or other similar activities are included within this provision. When participation in such activities is found to be necessary and will have the affect of temporarily changing a teacher's schedule, if volunteers are not available, assignments shall be on a rotating basis in a manner to ensure an equitable distribution of additional responsibilities.
- e. The parties agree that teachers are professionals and have responsibilities, which may require the teacher's attendance and/or participation beyond the normal work day. Prior to the beginning of each semester a school calendar will be jointly developed by school administrators and teacher representatives to include but not limited to the TALC representative. Activities such as faculty meetings or other official school-related events

1 are examples of such responsibilities. When attendance at such
2 meetings or activities is required, the principal will notify in
3 writing the affected teachers of the schedule and any alterations
4 necessary to the teacher's work schedule. Every reasonable
5 effort will be made by school administrators to minimize required
6 attendance by teachers beyond the regular work day.
7 Parent/teacher conferences scheduled outside of the regular
8 work day shall be scheduled with the teacher.

- 9
- 10 f. Each building principal shall determine the arrival and leaving
11 time of teachers assigned to each school. Teachers shall
12 indicate their presence for duty upon arrival each day by
13 personally signing the school's teacher duty roster and may
14 leave their school or other scheduled duty area during the work
15 day only with the approval of their principal or other immediate
16 supervisor. If volunteers are not available, when teacher
17 participation in extracurricular activities is required and there is
18 no supplement assigned to that activity, assignments will be
19 made on a rotating basis in a manner to ensure equitable
20 distribution of additional responsibilities. Upon approval by the
21 principal, teachers may be given access to the building to
22 voluntarily perform job-related duties.

23

24 **5.02 - TEACHER PREPARATION:** For purposes of this section, the following
25 definitions shall apply:

- 26
- 27 a. Lesson Plans - Detailed daily description of instructional activities
28 for students.
- 29
- 30 b. Disclosure Documents - A general statement of course
31 requirements, materials and objectives.
- 32
- 33 c. Course Outline - A sketchy description of how the performance
34 standards will be met over a 6-15 week period of instructional time.
- 35
- 36 d. Course - That body of instructional information identified by each
37 specific course code directory number.

38

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

45

1 **5.03 - CHANGE OF SCHEDULES, EMERGENCIES:** In the event of an
2 emergency or other unusual circumstances, as determined by the principal or
3 other immediate supervisor, a teacher's daily work schedule may be temporarily
4 changed. When such a schedule change necessitates the loss of a teacher's
5 planning/conference period, and no volunteers are available, the loss of plan-
6 ning/conference period shall be on a rotating basis.
7

8 **5.04 - PHYSICAL FACILITIES:** The Board shall involve teachers in the
9 preparation of educational specifications for school facilities. The specifications
10 shall be used in the planning and construction of new facilities and in the
11 planning of additions or the remodeling of existing facilities. These specifications
12 will be used, at the discretion of the Board. Such specifications may include:
13

- 14 a. teaching room/station for each teacher commensurate with the
15 design capacity of the school;
- 16
- 17 b. teacher dining area;
- 18
- 19 c. teacher preparation/rest areas and furnishings;
- 20
- 21 d. adult rest room facilities;
- 22
- 23 e. conference rooms;
- 24
- 25 f. climate control;
- 26
- 27 g. designated employee parking area;
- 28
- 29 h. instructional equipment;
- 30
- 31 i. chalkboards and tack board areas;
- 32
- 33 j. building and grounds safety and security provisions;
- 34
- 35 k. custodial and maintenance provisions;
- 36
- 37 l. acoustical control.

38
39 **5.041:** Each teacher shall have a securable storage space for teaching materials
40 and equipment.
41

42 **5.042 - SAFE CONDITIONS:** Adequate, clean, safe and sanitary working
43 conditions shall be provided for all employees. No employee shall be required to
44 work in unsafe conditions or perform tasks which endanger health and safety.
45 The site supervisor or principal shall, in consultation with the Director of

1 Insurance and Benefits Management, whenever possible, make an initial
2 determination as to whether an unsafe working condition exists.

3
4 **5.043 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes
5 aware of an unsafe working condition shall immediately report the situation to
6 his/her supervisor. A safety deficiency form shall be provided to employees either
7 by electronic file or by hardcopy for reporting purposes. The supervisor shall
8 investigate and initiate whatever corrective action he/she deems appropriate with
9 consultation and notice given to the department responsible for Safety. If the
10 employee believes that the condition has not been corrected, he/she may report
11 it to the Safety Committee in writing on the Safety Deficiency Form. All hard
12 copies of the Safety Deficiency Form shall be directed to the department
13 responsible for Safety.

14
15 **5.044 – DISTRICT SAFETY COMMITTEE:** The joint committee shall consist of
16 sixteen (16) members, eight (8) of whom shall be appointed by the
17 Superintendent, including the Chairman, and eight (8) of whom shall be
18 appointed by the Associations, representing all affected bargaining units. The
19 District Safety Committee shall meet on a schedule established by the District
20 Safety Committee members. The joint committee shall review district safety and
21 unresolved site safety issues. Recommendations shall be forwarded to the
22 Superintendent and District Labor Management Committee by the District Safety
23 Committee chairperson.

24
25 **5.05 - GRADES:** Each teacher is responsible for assigning grades for his/her
26 students and turning them in to his/her principal. No grade will be altered or
27 cause to be altered without consultation, where possible, with the teacher who
28 assigned the grade. Such consultation shall be for the purpose of reviewing the
29 teacher's justification of the assigned grade. In each case, the decision of the
30 principal shall, upon appeal by the teacher, be reviewed by the Superintendent
31 and his/her decision shall be final. If a change is made, the record will reflect that
32 the change was made by the Superintendent, principal or designee.

33
34 **5.06 - GRADE-LEVEL AND DEPARTMENT CHAIRPERSON:** Each opening for
35 the position of grade level, department chairpersons or team leader shall be
36 announced prior to filling the position. Teachers within the department, team or
37 grade level shall make recommendations to the principal on persons to serve as
38 grade level, department chairpersons or team leader. First consideration shall be
39 given to persons who are recommended by their department, grade level or
40 team. The principal shall make the final determination in filling such vacancies
41 and shall notify all applicants of his/her decision prior to the end of the student
42 school year. No department head, grade level chairperson or team leader shall
43 be required to evaluate, in writing, other bargaining unit personnel.

1 **5.07 - MILEAGE:** Teachers required to travel as part of their regularly assigned
2 responsibilities shall receive mileage reimbursement when such has been
3 approved by the Superintendent prior to the assignment.
4

5 **5.08 - INTERRUPTIONS:** Assemblies, testing programs, and other school
6 activities which disrupt normal classroom instruction shall be rotated whenever
7 possible so that the same classes are not continually affected. Classes shall be
8 free of unnecessary interruptions by use of the intercommunications systems.
9 Visitation to classrooms by non-employees shall be approved by the supervisor.
10 Whenever possible, affected employees shall be informed in advance.

11 **5.09 - ADMINISTRATIVE DUTY:** In schools that do not have an assistant
12 principal or second administrator, a teacher shall be designated to perform
13 administrative duties.
14

15 Teachers may volunteer but shall not be required to assume administrative
16 duties in the absence of the principal or other immediate supervisor.
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18 **5.10 – TOBACCO/SMOKE-FREE CAMPUSES:** Campuses shall be
19 tobacco/smoke-free at all times.
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ARTICLE 6

TEACHER AUTHORITY AND PROTECTION

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

6.02 - TEACHER PROTECTION: The Board assures teachers of its support when teachers have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility for maintaining good discipline. A teacher shall impose classroom discipline in accordance with Board policy and administrative direction when necessary in protection from attack or to prevent injury to a student or to another teacher.

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

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

1 **6.022:** Should a complaint be made by a parent/guardian, student or other
2 individual which may result in disciplinary action against a teacher, the teacher
3 shall be notified of the complaint in writing, and given an opportunity to be heard
4 prior to the taking of such action. Such notice shall include a copy of any written
5 complaint(s) and/or the summary of incidents surrounding the complaint including
6 the name of the person or persons making the complaint and the nature of the
7 complaint. During this period, there shall be no record of
8 said complaint placed in the teacher's personnel file. Prior notice is waived where
9 evidence available to the Superintendent indicates that the presence of the
10 teacher may be detrimental to the well-being of students or the learning process.
11 Upon request to the principal or other immediate supervisor, a teacher shall have
12 the right of representation during investigatory meetings, conferences, and/or
13 interviews which may lead to disciplinary action. Nothing herein is intended to
14 preclude the administrator's right to conduct a thorough and impartial investiga-
15 tion.

16
17 **6.023:** The contractual status of a teacher who was initially employed in the
18 District prior to July 1, 1984, and a teacher on continuing contract as of July 1,
19 1984, shall be covered by Florida Statutes 1012.33 as it existed prior to July 1,
20 1984, and the provisions of the Agreement. Such teacher's rights shall neither be
21 enhanced nor diminished by the revisions of Florida Statutes 1012.33 which
22 became effective July 1, 1984. The contractual status of a teacher whose initial
23 employment in the District begins on or after July 1, 1984, shall be governed by
24 the revisions of Florida Statutes 1012.33 which became effective July 1, 1984,
25 and the provisions of this Agreement.

26
27 **6.024:** Any discipline of a teacher including reprimand, disciplinary suspension,
28 or demotion while under a teaching contract or supplemental contract shall be
29 only for just cause. Discharges and suspension for the purpose of investigation of
30 charges which might lead to dismissal shall be only for just cause as defined in
31 Florida Statutes 1012 and shall not be subject to the grievance procedure. The
32 decision of the District not to renew an annual contract employee shall not be
33 subject to this section.

34
35 **6.025:** The Board shall reimburse each teacher if either of the following occurs
36 while the teacher is discharging his/her duties in accordance with his/her job
37 description:

- 38
39 a. Loss or damage to items of clothing and related personal property worn or
40 carried about the person which is damaged or destroyed as a result of an
41 assault.
42
43 b. Loss or damage of personal property as a result of negligence by the
44 building administrator or his/her designee as determined by the
45 appropriate administrator of the Property/Casualty Loss Program within
46 the guidelines of the current Property/Casualty liability guidelines. The

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total liability of the Board under this section, per teacher occurrence, shall not exceed six hundred dollars (\$600) less any amount reimbursed by insurance. A proof of loss statement, including verified replacement value, shall be provided by the teacher.

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ARTICLE 7

NONDISCRIMINATION

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

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ARTICLE 8

SENIORITY

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

Teachers lose their seniority as a result of the following:

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

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

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ARTICLE 9

GENERAL EMPLOYMENT PRACTICES

9.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:

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

(4) Appropriate certification coverage shall be considered in the approval of transfer requests.

9.02 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:

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

- 1 d. The criteria for involuntary transfers will be developed by the Labor
2 Management Committee prior to involuntary transfers being decided
3 pursuant to (2) above.
4
- 5 e. Involuntary transfers may be made to achieve a reduction in the number of
6 teachers assigned to a school or program. Teachers selected for
7 involuntary transfer shall be those with the least District seniority at the
8 work site who hold certification in the reduced area and are assigned to
9 teach at least 50% of the work day in the program being reduced.
10
- 11 f. A written outline of school needs will be compiled by the principal prior to
12 any involuntary transfer decision.
13
- 14 g. When surplus occurs, employees shall be given an opportunity to
15 volunteer, prior to determining involuntary transfers.
16
- 17 h. A list of teachers to be involuntarily transferred will be compiled by the
18 Personnel Department. Vacancy information shall be provided to these
19 employees. Thereafter, employees shall indicate the positions, in order of
20 preference, such as location/subject which they desire.
21
- 22 i. If there is no vacancy in the teacher's area of certification, the teacher
23 shall be placed in the position of the least senior teacher with the
24 appropriate area of certification and teaching assignment. In no event
25 shall an involuntary transfer teacher replace a teacher who has greater
26 seniority. The teacher of second seniority ranking in a certification area
27 shall be placed next, and so on until the teacher is placed.
28
- 29 j. Every effort will be made to apply the principles of involuntary
30 transfer to magnet schools and new schools; however, due to the special
31 circumstances of these schools, final decisions shall be made on the
32 basis of instructional requirements and student needs as determined by
33 the Labor/Management Committee.
34
- 35 k. The parties of this agreement are committed to the goal of improving
36 racial balance in the staffing of the schools of the District. Every
37 reasonable effort will be made through hiring and attrition to improve the
38 racial balance prior to any involuntary transfer
39
- 40 l. Upon appeal, the Labor/Management Committee may reverse
41 an involuntary transfer decision.
42

43 **9.03 - EXCEPTIONS TO THE INVOLUNTARY TRANSFER PROVISION:** The
44 provision in Sections 9.02 and 9.05 shall be implemented as described herein
45 unless an instructional or student need is identified. The Superintendent (and
46 only the Superintendent) shall determine if a decision contrary to these

1 provisions is in the best interest of the District. A copy of the Principal's or
2 Supervisor's recommendation to the Superintendent for exemptions from
3 Sections 9.02 and 9.05 shall be provided to any affected teachers and the
4 Association at the time the recommendation is submitted to the Superintendent.
5 The Superintendent shall notify all teachers affected by the determination in
6 writing in accordance with the Instructional Staffing Calendar and Guidelines.

7
8 **9.04 - REDUCTION IN FORCE:** In the event that a reduction in force becomes
9 necessary due to declines in enrollment, budgetary restrictions, reorganization,
10 or other causes as determined by the Board, the following provisions shall apply:

11
12 **9.041:** The Board shall determine the specific work locations and/or special
13 programs and areas of certification within which positions are to be eliminated.
14 Once the specific areas of certification and/or positions have been determined,
15 reductions shall be made on a countywide basis and shall be based upon
16 countywide seniority and certification as further defined in this section.

17
18 **9.042:** For the purpose of reduction in force at the elementary level there shall be
19 considered to be two areas of certification: early childhood to include pre-
20 kindergarten/kindergarten and elementary (grades 1-5).

21
22 **9.043:** In the middle and high schools, areas of certification shall be deemed to
23 be the areas for which the employee holds certification. No teacher assignment
24 that would result in a violation of state or federal law will be approved.

25
26 **9.044:** In Exceptional Student Education, consideration will also be given to
27 experience in working with the profoundly or the moderately handicapped.

28
29 **9.045:** Once specific positions and/or areas of certification and levels have been
30 identified by the Board, a reduction in force shall be made on a countywide basis
31 as follows:

- 32
- 33 a. Employees holding temporary and/or provisional certification will be the
34 first reduced.
 - 35
 - 36 b. Annual contract employees who hold a professional teaching certificate
37 will be the next reduced.
 - 38
 - 39 c. Continuing/professional service contract employees will be the last
40 reduced.
 - 41
 - 42 d. With each of items sub 1-3, reduction shall be made such that persons in
43 those areas having the least seniority will be the first released. Further
44 reductions at each level shall be in ascending order of seniority.
- 45

- 1 e. Any employee whose job is to be eliminated by a countywide reduction in
2 force shall be notified of such by certified mail.
- 3
- 4 f. Before any reduction in force takes place, the Association shall be
5 provided with a district-wide seniority list of all employees and the
6 notification, the areas of certification, levels, work sites, and positions to
7 be reduced.
- 8
- 9 g. Once a reduction in force has taken place on a countywide basis, the
10 appropriate reorganization of all available positions within all work sites
11 shall be implemented according to any appropriate provisions in this
12 Agreement and School Board policy. In every case where reorganization
13 must take place, current employees shall be given the opportunity to
14 volunteer to transfer prior to any involuntary transfer taking place.
- 15

16 **9.046** – Teacher assignments that result from a reduction in force shall comply
17 with the teacher qualification requirements as defined in state and federal law.
18 No teacher assignments that would result in a violation of state or federal law will
19 be approved.

20
21 **9.05 - RECALL FOLLOWING REDUCTION IN FORCE:**

- 22
- 23 a. Employees in layoff status will retain recall rights for the length of their
24 seniority not to exceed two (2) years and shall have preference to work
25 over new hires. It is understood that seniority rights do not exceed the
26 individual's length of service to the District while under annual or
27 continuing/professional service contracts.
- 28
- 29 b. Continuing/Professional Service Contract teachers with the greatest
30 seniority shall be recalled first, provided they are certified to fill the vacant
31 position. Thereafter, annual contract teachers shall be recalled.
- 32
- 33 c. Notification of recall will be made by certified mail to the last address in the
34 employee's records.
- 35
- 36 d. If a teacher fails to accept an offer of reemployment within ten (10)
37 working days from receipt of notification, it shall constitute a resignation.
- 38
- 39 e. A laid-off employee, when offered recall, who is temporarily unable to
40 return due to medical reasons certified by a licensed medical provider,
41 may request an extension of recall.
- 42

43 **9.06 - TENTATIVE ASSIGNMENTS AND CHANGES IN TENTATIVE**
44 **ASSIGNMENTS:** Each teacher shall be given a tentative teaching assignment in
45 writing for the next school year prior to the last day of duty for the current year.
46 This shall consist of the school and grade level for elementary; school, grade

1 level and department for middle school; and school and department for high
2 school to which the teacher is assigned. Every effort will be made to include
3 course code number(s) and course title(s) for middle and high school teachers. In
4 any event, middle and high school teachers will be notified in writing as soon as
5 possible and not later than August 1 of their assignment by course number(s)
6 and course title(s). Any teacher who desires a change in grade level and/or
7 subject assignment shall file a written statement of this desire with the principal.
8 No changes in the tentative assignment shall be made without attempts to
9 arrange a prior conference with the teacher to provide rationale for the change
10 and to address concerns of the teacher regarding the change. If a conference is
11 not possible, the rationale for the change shall be submitted in writing to the
12 teacher as soon as practicable prior to implementation of the change.

13
14 **9.061 – REQUEST FOR SUPPORT AND ASSISTANCE FOR NEW**
15 **ASSIGNMENTS:** Any teacher assigned to a new grade level or course may
16 request in writing support and assistance deemed by the teacher to be necessary
17 for success in the new assignment. The principal or designee shall consider the
18 request and shall provide written recommendations relating to the request.

19
20 **9.062- REASSIGNMENTS:** If a teacher is to be reassigned to a position which is
21 a different subject area or grade level than their current assignment (or from their
22 assignment in the previous school year) or a position permitting any area of
23 certification, the teacher must be afforded a conference with the Principal or
24 designee to discuss the new assignment. The teacher may bring a
25 representative with them to the conference.

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

30
31 **9.07 - ADVERTISING AND FILLING VACANCIES:** Teacher vacancies will be
32 published weekly by the Personnel Department during the regular school year. A
33 vacancy shall exist when a person is sought to fill a full-time position which has
34 been identified by the Personnel Department. The notice of vacancies shall list
35 the position, location, and qualifications including certification coverage for those
36 positions, and deadline date for application. The notice of vacancies shall be sent
37 to the Association. During the summer, teachers may dial the appropriate School
38 Board number which provides a tape recorded listing of current instructional
39 vacancies.

40
41 **9.071 – EVENING SCHOOL:** Vacancies anticipated for evening high school
42 diploma and vocational programs, and academic programs in the community
43 school programs, shall be published in the District newsletter prior to the
44 beginning of each semester or summer term.

1 **9.072 – SUPPLEMENTAL ACADEMIC, NON-ACADEMIC, AND/OR CREDIT**
2 **COURSE ASSIGNMENTS:** In the selection and assignment of teachers to the
3 District academic, non-academic, and/or credit course programs and activities
4 which occur beyond the normal 196 day teacher work year and/or the normal 7-
5 1/2 hour work day the following procedures will apply:
6

- 7 a. A listing of anticipated openings with instructions for submitting
8 applications for such openings, including any pertinent information
9 regarding the positions, shall be posted at each school site at which
10 openings are expected to occur unless all teachers at a particular school
11 have already been assigned to work beyond the normal 196 day work
12 year and/or the normal 7-1/2 hour work day.
13
- 14 b. Any position which is not filled by a teacher at the school having the
15 openings shall be advertised in the District newsletter along with any
16 pertinent information regarding the position(s).
17
- 18 c. Teachers submitting applications will be notified of the disposition of the
19 teacher's application as soon as the final determination is made as to
20 assignments and/or selection.
21
- 22 d. Teachers selected for Supplemental Academic and/or Credit Course
23 Assignments shall be paid at the teacher's hourly rate as reflected on the
24 then current salary schedule.
25
- 26 e. Teachers selected for non-fee based Supplemental Non-Academic
27 assignments shall be paid at the rate of \$20 per hour.
28
- 29 f. The principal advertising the position shall determine whether or not the
30 program or activity is academic or non-academic, and shall make such
31 determination within the following guidelines:
32
- 33 1. Non-fee-based supplemental programs or activities are considered
34 academic in nature when the program or activity is directly in
35 support of the goals of adopted School Improvement Plan; directly
36 related to assisting students enrolled in credit courses within or
37 outside of the school day; intended to demonstrate improvement
38 towards student mastery of those Sunshine State Standards
39 measured on the Florida Comprehensive Assessment Test; or
40 specifically required by individual education plans or academic
41 improvement plans.
42
 - 43 2. All other non-fee-based supplemental programs or activities not
44 specified in Section 9.073 or Appendix B of this agreement are
45 considered non-academic in nature.
46

1 g. Teachers assigned to non-fee based supplemental academic, non-
2 academic, and/or credit course assignments may continue in those
3 positions through the end of the school year or until the advertised end of
4 the position assignment, so long as performance is satisfactory. In the
5 event that a program ends prior to the end of the school year teachers
6 may be assigned to another program only if a vacancy exists.
7

8 **9.073 – SUPPLEMENTAL POSITIONS:** Those supplemental positions desig-
9 nated on the salary schedule as countywide shall be advertised in the District
10 newsletter no later than May 15 of each school year. The deadline for applica-
11 tions shall be ten (10) working days after the date of publication. Any athletic
12 position listed on the salary schedule supplement which cannot be filled by a
13 faculty member of the team’s school shall be advertised in the District newsletter.
14 The deadline for applications shall be ten (10) working days after the date of
15 publication. Each principal shall post a list of supplemental positions allocated to
16 that school for the subsequent school year until all positions have been filled.
17 Supplements will not be paid until ratification of the contract covering the school
18 year during which the supplement is provided, or September 30, whichever is
19 earlier, with the exception of the following supplements: school counselor,
20 agriculture teacher, school social worker, exceptional student education teacher,
21 speech-language pathologist, detention center teacher, school psychologist,
22 ROTC, curriculum/technology specialist (elementary), teacher on special
23 assignment, environmental education center resources teacher and those
24 supplements defined in 9.074.
25

26 **9.074:** Supplements for high school band director, assistant band director,
27 athletic director, and seasonal athletic supplements including cheerleading and
28 middle school intramural sports, shall be initiated when the season begins and
29 shall be prorated for the remainder of the school year. Upon completion of the
30 specific athletic season, that coach may request written verification from the
31 principal that all responsibilities have been completed and the balance will be
32 paid upon receipt of said verification by the Payroll Department.
33

34 **9.075 – ADMINISTRATIVE POSITION OPPORTUNITIES:** Opportunities for
35 Administrative positions shall be published at least twice annually in the notice of
36 vacancies. During the summer opportunities for administrative positions will be
37 available via telephone recording.
38

39 **9.076 – FILLING POSITION:** Any application for an advertised vacancy received
40 by the Personnel Department from a Lee County teacher shall be reviewed by
41 the appropriate principal or supervisor prior to recommending an applicant to fill
42 the position. Except in such circumstances as approved by the Superintendent, a
43 vacancy will not be filled with other than an interim appointee for at least five (5)
44 working days after the publishing date of the District newsletter listing the
45 vacancy. Any continuing contract/professional service contract teacher holding
46 the appropriate certification shall be given first consideration in the staffing of

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

4
5 **9.077 - NOTIFICATION:** Teachers who have made written application to fill an
6 advertised vacancy, including a summer or evening school, shall be notified in
7 writing of the action of the Board in filling such vacancy.

8
9 **9.08 - PHYSICAL EXAMINATIONS:** This Article is intended to comply with the
10 Americans with Disabilities Act (ADA). All newly hired teachers must undergo a
11 physical examination by a licensed medical doctor. The results of this examina-
12 tion shall be stated on a form provided by the Board. The form must be received
13 by the Board before employment can begin. Additional medical examination may
14 be required in order to determine whether matters reported in the initial examina-
15 tion would present a direct threat to the health or safety of the applicant or of any
16 other person.

17
18 Once employed, physical examinations may be required only when the
19 employee's behavior gives reason to suspect that a medical or psychiatric
20 condition may impair the employee's ability to perform his/her duties, or when the
21 employee has been injured or ill and an examination is needed in order to
22 determine whether an employee can return to work safely or to determine
23 whether the employee has a disability for which a reasonable accommodation
24 can be made.

25
26 **9.09 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a
27 worker's compensation injury and who have been evaluated and released by an
28 approved physician as physically able to return to work with specific limitations,
29 will return to their job site upon written authorization by the Insurance and
30 Benefits Management. The specific work limitation will be forwarded to the
31 employee's supervisor from the treating physician. The employee will remain in
32 his/her job site, performing appropriate duties as identified by the supervisor for a
33 period of ten (10) work days. No later than eleven (11) days after returning to
34 limited duty, the employee will be evaluated by the physician and, if not released
35 for full duty, will be returned for limited duty for the work period not to exceed ten
36 (10) work days. At the completion of the second ten (10) day period, if the
37 employee is not able to return to a full-duty status, he will be evaluated by the
38 physician, the principal/supervisor and the Insurance and Benefits Management
39 to determine the employee's status. Alternatives such as returning to worker's
40 compensation off-duty status, continuation of limited duty assignments, alternate
41 duty assignments, and/or other assignments will be reviewed with the employee.

42
43 **9.10 - ALTERNATE DUTY ASSIGNMENTS:**

- 44
45 a. Employees who have experienced a Workers' Compensation injury and
46 who have achieved maximum medical improvement as determined by an

1 approved physician and are unable with or without reasonable
2 accommodation to return to their previous position may be eligible for
3 alternate duty assignments. Employees will be evaluated for alternate duty
4 by Insurance and Benefits Management.

5
6 b. Alternate Duty assignments are trainee positions at job sites to be
7 identified by the Personnel Department after a thorough review of the
8 employee's job history, qualification, and physical limitations. Positions
9 such as clerk typist, data entry and teachers' assistants are some of the
10 possible opportunities for Alternate Duty training.

11
12 c. All alternate duty positions will be funded from the Workers' Compensation
13 loss fund budget, as directed by Insurance and Benefits Management.

14
15 **9.101 - WAGES:** Employees selected for alternate duty assignments will be paid
16 in accordance with the appropriate salary schedule, but in no case shall the
17 employee receive less than the amount received prior to the injury.

18
19 **9.102 - DURATION:** The training period will extend until one of the following
20 events occur:

21
22 a. The employee completes the training as appropriate for the new job
23 assignment and acquires a non-workers' compensation related position
24 either in or out of the District.

25
26 b. The employee fails to complete the training at which time he/she must be
27 evaluated for a different position or returned to Workers' Compensation
28 off-duty status pending review.

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ARTICLE 10

TEACHER ASSESSMENT

10.01: Within the first sixty (60) days of the teacher's contract year and prior to preparing the formal written report of a teacher assessment required by law, each teacher shall be informed of the criteria and the procedures to be used in his/her formal observations and evaluation. Each teacher shall be assessed utilizing the Final Teacher Assessment form found in the Appendix of this agreement.

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

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

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

10.015: Each teacher's Final Teacher Assessment form shall be discussed with him/her by the administrator responsible for preparing the report. Any

1 documentation related to a teacher's Final Teacher Assessment shall be given to
2 the teacher within ten (10) days of the observation or incident giving rise to the
3 documentation. All documentation used to support the Final Teacher
4 Assessment shall be given to the teacher with the Final Teacher Assessment
5 form.

6
7 **10.016:** After discussion of the Final Teacher Assessment evaluation report, the
8 teacher shall sign the report, acknowledging that he/she has been shown the
9 report, and it has been discussed with him/her by the evaluator.

10
11 **10.017:** If a teacher disagrees with the Final Teacher Assessment, he/she may
12 submit a written statement which shall, upon request of the teacher, be attached
13 to the Board's file copy of his/her assessment report.

14
15 **10.018:** All annual contract teachers shall be notified of their reappointment
16 recommendation by the principal/supervisor to the Superintendent by May 10.

17
18 **10.019:** The date for completion of the teacher's Final Teacher Assessment shall
19 be May 10. These assessments may be performed earlier when notice of
20 dismissal or non-renewal is given.

21
22 **10.020:** Comments relating to the observation or assessment of a teacher's
23 performance of duties and responsibilities shall be made in private.

24
25 **10.021:** For the purpose of this assessment procedure, the Board's assessment
26 document shall include the assessment criteria in F.S. 1012.34(4).

27
28 **10.022 - COLLEGIAL COACH:** Upon receipt of written notice of unsatisfactory
29 evaluation from the Superintendent during the school year, a continuing
30 contract/professional services contract teacher may select a collegial coach for
31 the purpose of providing professional support and feedback. The individual
32 designated as the collegial coach shall be decided upon mutual agreement
33 between the principal, teacher and collegial coach. The collegial coach will not
34 participate in the formal evaluation of the teacher. The teacher may request an
35 opportunity to be considered for a transfer to another school upon written request
36 to the Superintendent.

37
38 **10.023:** Each teacher shall have the right to review the contents of his/her
39 personnel file. Each teacher has the right to have another person accompany
40 him/her in the review of his/her personnel file, if he/she so chooses. Such review
41 shall be made in the presence of the person responsible for the safekeeping of
42 the personnel files of the Board.

43
44 **10.024:** Upon request from a teacher, the Board will provide, within five (5)
45 working days, a copy of such contents and records of the teacher's personnel file

1 as is requested in writing by the teacher. The cost of preparation and duplication
2 of such records shall be at the teacher's expense.

3
4 **10.025:** A teacher shall have the right to comment, in writing, concerning any
5 materials in his/her personnel record.

6
7 **10.026:** Teacher personnel files shall be maintained according to F.S. 1012.31.

8
9 **10.11 - NEW TEACHER INDUCTION PROGRAM:** Peer teacher assignments
10 shall be voluntary. Teachers who serve as peer teachers must complete the
11 Clinical Education Training or its equivalent.

12
13 **10.12:** When preparing observation report forms, the peer teacher shall be
14 required to document only the time and date of the observation and the compe-
15 tencies or other areas covered during the observation.

16
17 **10.13:** Peer teachers shall be evaluated only on their regular classroom perfor-
18 mance and not on their peer teaching activities.

19
20 **10.14:** Peer teacher supplements shall be paid in a lump sum for each semester
21 the Peer teacher is assigned to a mentor.

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ARTICLE 11

PROVISIONS FOR LEAVES

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

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

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

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

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

11.015 – NOTICE OF RETURN FROM LEAVE: A teacher having been granted leave for the school year or for the remaining part thereof, who desires to return to duty the next school year, shall so notify the Superintendent in writing by April 1.

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

1 **11.017 – LEAVE DISPOSITION:** All teachers making an application for leave
2 shall be notified in writing of the disposition of such leave on the form provided by
3 the Board. Reasonable effort will be made to ensure notification of the employee
4 regarding the disposition of the leave prior to the date for which leave is
5 requested.

6
7 **11.02 - TYPES OF LEAVE:**

8
9 **11.0201 – SICK LEAVE:** Any teacher on a full-time basis shall be entitled to four
10 days of sick leave as of the first day of employment during each contract year
11 and thereafter shall accrue one (1) day of sick leave credit for each month of
12 employment. Teachers hired during the last four months of the school year will
13 not be eligible for the four-day advanced sick leave time. Sick leave shall be
14 credited to the teacher at the end of the month and may not be used prior to the
15 time it is earned and credited, provided that no teacher may earn more than one
16 (1) day of sick leave times the number of months of employment during the
17 school year. Such leave shall be cumulative (actual number of hours earned)
18 from year to year without limit to the number of hours that may be accrued. Any
19 leave charged against accrued sick leave shall be with full compensation. As
20 stated above, the teacher receives four (4) sick days at the end of the first day of
21 the contract year, but does not actually earn those four (4) days until he/she has
22 worked four (4) months of the contract year. Therefore, if termination occurs
23 when the employee has used more sick days than he/she has earned that
24 contract year, and if he/she has no sick leave accumulated from prior years, the
25 School Board will withhold the amount of the teacher's daily rate of pay for each
26 sick day used that has not been earned. Also, if an employee who is eligible for
27 terminal sick pay benefits terminates before completion of his/her contract year,
28 the number of sick leave days for which he/she receives benefit shall not exceed
29 the number of sick leave days accumulated prior to the beginning of that contract
30 year plus one (1) sick leave day for each month of actual employment in the
31 contract year during which termination occurs.

- 32
33 a. **Claims:** Sick leave claims may be submitted by the teacher for his/her
34 own personal illness as well as illness or death of father, mother, brother,
35 sister, husband, wife, child or other close relative, or member of his/her
36 own household.
37
38 b. **Record of Accrued Sick Leave:** The Board shall provide all employees
39 with a cumulative record of accrued sick leave hours on each pay
40 statement.
41
42 c. **Use of Sick Leave in Summer School:** Regular employees who are
43 employed for the exclusive purpose of working during the summer school
44 session, shall earn one day (actual number of hours worked per day in
45 summer session) of sick leave for each three (3)-week term employed
46 during summer school if such employment meets the requirements of law

1 for earning sick leave. However, no more than two (2) days' sick leave
2 with pay may be used during summer school in any one summer.

3
4 d. **Application for Sick Leave:** Teachers shall notify the appropriate admin-
5 istrator, with as much advance notice as possible, when the use of sick
6 leave is necessary. A claim for sick leave on the proper form shall be
7 signed by the teacher and filed with the principal or other immediate
8 supervisor by the end of the fifth working day following the employee's
9 return to work.

10
11 e. **Conditions for Sick Leave:**

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

15
16 2. Any teacher who has used all accrued sick leave but who is
17 otherwise entitled to sick leave shall be granted sick leave without
18 pay. The claim for such sick leave shall clearly state that the leave
19 is without compensation.

20
21 3. In the case where sick leave abuse is suspected, the
22 Superintendent may require a doctor's statement of verification of
23 illness. A request to the Superintendent for a verification of claim
24 may be initiated by the principal or supervisor.

25
26 4. A false claim for sick leave shall be deemed cause for employee
27 discipline up to and including discharge. Where there is any doubt
28 as to the validity of a sick leave claim, the Superintendent may
29 require the employee to file supporting evidence where personal
30 illness is not involved.

31
32 5. An application for sick leave due to an extended illness (not fewer
33 than twenty (20) days) shall have attached to it a statement from a
34 practicing physician certifying that such leave is essential and
35 indicating the probable duration of the illness and needed leave.

36
37 6. If leave is granted for an extended illness, teachers must notify their
38 principal or supervisor (in writing) no later than the work day before
39 the last day of the leave of their intent to:

- 40
41 a) Return to work
42 b) File a request to extend their leave, or
43 c) Resign.

44
45 f. **Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick
46 leave credit from other Florida school districts with the restriction that at

1 least one-half (1/2) of the valid accrued leave shall be established in The
2 School District of Lee County, Florida.

3
4 g. **Reinstating Accrued Sick Leave:** When a teacher of the Lee County
5 School District interrupts service through termination and subsequently
6 returns to employment in the District without having used his/her Lee
7 County accrued sick leave credit in another Florida school district, such
8 accrued sick leave credit shall become valid on the first day of contractual
9 service.

10
11 h. **Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits
12 based on unused sick leave, all unused sick leave credit shall become
13 invalid.

14
15 **11.0202 - Illness or Injury In-Line-Of-Duty Leave:** Any full-time regular
16 employee shall be entitled to illness- or injury-in-line-of-duty leave with pay, less
17 any Workers' Compensation payments, for a period not to exceed ten (10) work
18 days per fiscal year regardless of the number of illnesses or injuries, nor to
19 exceed ten (10) days per any single illness or injury when that illness or injury
20 continues or recurs from one fiscal year to succeeding fiscal years, except as
21 provided in this Agreement, when he/she has to be absent from work because of
22 personal injury received in the discharge of his/her duties. Illness-in-line-of-duty
23 leave is intended to deal with the illnesses normally known as childhood diseases
24 such as, but not limited to, mumps, measles and chicken pox. This leave does
25 not include normal adult illnesses such as colds and influenza. This leave is non-
26 accumulative. In addition to the conditions listed below, for both illness- and
27 injury-in-the-line-of-duty, the Board reserves the right to request a second
28 concurring medical opinion from a physician designated by the Board. Any
29 additional expense incurred as a result of this requirement will be paid by the
30 Board.

31
32 a. In order to be considered for injury-in-line-of-duty leave, the
33 following conditions must be met:

- 34
35 1. The teacher must provide written testimony, in addition to
36 his/her testimony, that his/her injury was received in the line
37 of duty.
38 2. The teacher must file a written claim as outlined below, in
39 addition to the injury report claim.
40 3. The teacher must utilize the medical provider selected by the
41 employer. The teacher may make a written request to
42 change the medical provider after initial consultation.

43
44 b. In order to be considered for illness-in-the-line-of-duty leave, the
45 following conditions must be met:
46

- 1 1. The teacher must supply a letter from a medical doctor,
2 who treated the patient, stating that in his/her opinion,
3 there is a strong probability that the illness was contracted
4 at school.
- 5 2. The teacher must file a written claim as outlined below.
6

- 7 c. Any employee who has claim for compensation while absent
8 because of injury or illness incurred as prescribed herein, shall file
9 a claim on the standard have form provided by the Board with
10 his/her principal or other immediate supervisor by the end of the
11 fifth working day following the teacher's return to duty after the
12 leave or illness- or in-the-line-of-duty.
13

14 **11.0203 – PERSONAL LEAVE:** Any teacher desiring personal leave shall make
15 written application for such leave. The teacher shall not be entitled to compensa-
16 tion while on personal leave except as provided herein. The Board and the
17 Association agree that the purpose of personal leave is to allow the employee to
18 attend to personal business or matters which cannot be attended to outside of
19 the employee's regular workday. Examples of personal business include but are
20 not limited to, legal and judicial proceedings, family weddings or graduation, civic
21 functions, etc. Employees who are found to be in violation of this section through
22 misuse of personal leave may be subject to disciplinary action.
23

24 (1) **Invalid Use:** Personal leave, whether requested without pay or charge to
25 sick leave, may not be approved for use at the following times, except with
26 the specific written permission of the Superintendent.
27

- 28 a. Personal leave may not be used on the day immediately prior to or
29 following a holiday or vacation.
30
- 31 b. Personal leave may not be used during the first or last week (five (5)
32 school days) of the students' school year.
33

34 (2) **Personal Leave Charged to Sick Leave:**
35

- 36 a. Up to five (5) days personal leave with pay may be allowed but
37 deducted from accumulated sick leave for each teacher during each
38 fiscal year. Any employee desiring personal leave shall make written
39 application for same on the standard leave form provided by the Board
40 at least five (5) days in advance when feasible and not fewer than 24
41 hours in advance except in cases of emergency. If the reason for
42 absence is an emergency and prior written request is not possible, the
43 teacher will notify the principal or immediate supervisor as soon as
44 possible prior to the absence.
45

- 46 b. The use of personal leave charged to sick leave shall be subject to the
47 following conditions:

- 1 1. Personal leave may not be cumulative.
- 2 2. Personal leave is subject to approval and may not be approved if
- 3 the Superintendent determines that the granting of this leave will
- 4 create a disruption of the instructional setting or of the normal work
- 5 setting.
- 6 3. Personal leave charged to sick leave may only be used in
- 7 increments of a minimum of one-half (1/2) of the teacher's regular
- 8 work day.
- 9
- 10 c. The following procedure will be used when a teacher requests personal
- 11 leave charged to sick leave:
- 12
- 13 1. Under no circumstances will teachers be required to provide the
- 14 supervisor with the reason for the personal leave request.
- 15
- 16 2. If the supervisor feels that approval of this request will in any way
- 17 disrupt the instructional setting or work setting, the teacher will be
- 18 given two options:
- 19
- 20 a) accept disapproval of the personal leave request, or
- 21
- 22 b) provide the supervisor verbally with a reason for the request so
- 23 that the supervisor may try to accommodate the needs of the
- 24 teacher when the request, based on the reasons given, is a
- 25 situation that cannot be controlled by the employee or post-
- 26 poned to another time. (Some examples of this would be:
- 27 family weddings, court appearances, etc.) The reported reason
- 28 will not be recorded on the leave request form and will be held
- 29 in confidence.
- 30 c) When a situation arises that necessitates disapproval of
- 31 requests for personal leave, the principal or supervisor will give
- 32 consideration to those requests in the order in which they are
- 33 received as determined by the filing date of the requests.
- 34
- 35 (3) **Personal Leave (Without Pay):** Personal leave without pay will not be
- 36 approved except in those instances where the teacher has no appropriate
- 37 paid leave available. It is understood that a teacher's willingness to
- 38 undertake leave without pay does not impose a requirement on the principal
- 39 or the supervisor to approve the request for leave. The request is subject to
- 40 approval or disapproval by the Superintendent based on the extent to which
- 41 the teacher's absence will impact the instructional setting or the work setting.
- 42
- 43 a. **Extended Personal Leave Without Pay:** Personal leave without pay
- 44 not to exceed thirty (30) days may be granted at the discretion of the
- 45 Superintendent. Personal leave in excess of thirty (30) days shall be
- 46 subject to approval by the Board.

1
2 **b. Personal Leave Without Pay for Adoption of a Child:** A teacher
3 adopting a child may request personal leave without pay to become
4 effective at any time during the first year after receiving defacto custody
5 of a child, or prior to receiving such custody if necessary, and only to the
6 extent required, to fulfill the requirements for adoption. The conditions
7 and procedures for adoption leave shall be outlined under the applicable
8 section of maternity leave in this article. Only one adoption leave per
9 household will be granted at any given time.

10
11 **c. Personal Leave Without Pay for Paternity Leave:** Teachers may be
12 eligible to apply for paternity leave pursuant to law, subject to the
13 applicable conditions as outlined in the section on maternity leave in this
14 article, except that only one leave of either type will be approved per
15 household at any given time. In addition, paternity leave will only be
16 granted for a period of time following the birth of the child.

17
18 **d. Notice of Return from Extended Leave of 30 days or less:** Employees
19 on approved leave of 30 days or less must notify their principal or
20 supervisor in writing no later than the work day prior to the last day of
21 the extended leave of their intent to:
22 1. Return to work,
23 2. File a request to extend the leave or
24 3. Resign

25
26 **e. Notice of Return from Board Approved Extended Leave Without Pay:**
27 Employees on Board approved leave without pay of more than 30 days
28 must notify their principal or supervisor in writing no later than twenty
29 (20) work days prior to the last day of the extended leave of their intent
30 to:
31 1. Return to work,
32 2. File a request to extend the leave, or
33 3. Resign

34
35 **f. Job Restoration:** Upon return from an extended leave, an employee
36 shall be restored to the same or an equivalent position. An equivalent
37 position must be at the same pay, benefits, and working conditions,
38 include the same privileges, prerequisites and status, and involve the
39 same or substantially similar duties and responsibilities. The equivalent
40 position must be located at the same or geographically proximate work
41 site unless the employee's request for transfer has been accepted.

42
43 **11.0204 MATERNITY LEAVE:** All full-time teachers shall be eligible for maternity
44 leave. The teacher shall submit a written request for maternity leave to the
45 Superintendent. The leave request shall include the date leave is to commence
46 as determined by the teacher in consultation with her licensed provider. Except in

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

18
19 **11.0205 – MILITARY LEAVE:** Military leave shall be granted in accordance with
20 applicable state and federal law. Employees in the National Guard or Reserve
21 shall be granted up to seventeen (17) scheduled paid days leave of absence per
22 school year without loss of pay. Leave for longer periods shall be granted when
23 the employee is assigned to duty functions of military character. Such extended
24 leave shall be without loss of seniority but is not paid leave. An employee shall
25 be granted leave to participate when called for active federal military service. The
26 first thirty (30) scheduled paid days of leave is with full pay and the remainder is
27 without pay. Such leave terminates thirty (30) scheduled paid days after release
28 or discharge from active military service. Such leave shall be without loss of
29 seniority and shall be credited to the employee for experience credit on the salary
30 schedule but shall not apply to years of service toward receipt of a professional
31 service contract. Nothing herein shall be construed to expand any military leave
32 privileges other than those provided by applicable state and federal law.

33
34 **11.0206 – JURY DUTY LEAVE:** Any regular teacher, including those employed
35 expressly for summer school, who is summoned as a member of a jury panel
36 shall be granted temporary duty leave with pay. The Board shall not reimburse
37 the teacher for meals, lodging and travel expenses incurred while serving as a
38 juror. Jury fees paid by the court for such purpose may be retained by the
39 teacher.

40
41 **11.0207 – WITNESS DUTY LEAVE:** When a teacher is subpoenaed, he/she
42 may be granted temporary duty leave. In no case shall temporary duty with pay
43 be granted for court attendance when an employee is engaged as a party to the
44 litigation. The teacher may retain any fees received from the court. In the event
45 no fees are received from the court and the teacher is representing the Board as

1 a witness or a defendant, he/she will be eligible to be paid per diem and travel
2 expenses, where applicable, upon filing an official request for reimbursement.

3
4 **11.0208 – EXTENDED PROFESSIONAL LEAVE:**

- 5
6 a. By December 1 each school year, the Superintendent will publish a
7 list of certification areas in which a shortage of employees exist.
8 Priority will be given to employees who apply for study in these
9 areas.
- 10
11 b. Applications will be screened by a committee of six (6) members.
12 Three (3) members of the committee will be appointed by the
13 President of TALC and three (3) members will be appointed by the
14 Superintendent.
- 15
16 c. An applicant must agree to pursue a plan approved by the
17 committee which leads to certification in a shortage area identified
18 by the Superintendent unless otherwise approved.
- 19
20 d. The applicant must provide a written recommendation from his
21 supervisor.
- 22
23 e. The applicant must possess a valid Florida teaching certificate and
24 must have been continuously employed in the District for five (5)
25 years. Military leave, extended illness, or maternity leave shall not
26 be considered an interruption of service.
- 27
28 f. An application for leave shall be submitted to the Superintendent
29 not later than January 15 preceding the school year for which the
30 leave is requested. If the committee requests clarification of an
31 application, the committee will inform the applicant of the time limit
32 for supplying the information.
- 33
34 g. The Superintendent will give written notice by April 10 of the
35 disposition of each leave request.
- 36
37 h. An employee granted a leave shall notify the Superintendent in
38 writing of his/her acceptance not later than fifteen (15) days after
39 the applicant has received notice of approval for leave.
- 40
41 i. Employees granted extended professional leave shall receive fifty
42 (50%) percent of their base salary while on said leave.
- 43
44 j. Employees who are granted this leave shall agree in writing to
45 return to employment in the District for three (3) years after
46 returning from said leave.

1
2 k. In the event the employee should not return to the District for the
3 three (3) years, he/she shall reimburse the Board for salary as
4 follows:

- 5
6 1. Zero (0) years of return service the full amount of the
7 leave pay.
8 2. One (1) year of return service--two-thirds (2/3) of the
9 amount of the leave pay;
10 3. Two (2) years of return service--one-third (1/3) of the
11 amount of the leave pay.

12
13 l. During the period of said leave, the employee shall be entitled to all
14 benefits that are provided by contract, policy or law, including
15 retirement, seniority, insurance and sick leave.

16
17 m. Approval of extended professional leave is a discretionary decision
18 of the Board and is not subject to the grievance procedure.

19
20 **11.0209 – TEMPORARY DUTY:** Upon the approval of the Superintendent, a
21 teacher may be assigned to be temporarily away from his/her regular duties
22 and/or place of employment for the purpose of performing other educational
23 services, including but not limited to participation in surveys, professional
24 meetings, study courses, workshops, professional organizational meetings, and
25 similar services of direct and long-term benefit to the educational program. Such
26 assignment may be initiated by the principal or other immediate supervisor, the
27 Superintendent or by the individual who desires the temporary duty. Temporary
28 duty, when approved by the Superintendent, shall be with full compensation of
29 salary. Each request for temporary duty shall be filed with the teacher's principal
30 or other immediate supervisor as early as possible but at least one (1) week in
31 advance of the effective date of the temporary duty. In the event that temporary
32 duty leave is denied, the administrator denying the leave shall provide the
33 reasons for the denial in writing to the teacher at the time of denial.

34
35 **11.0210 – TEMPORARY DUTY LEAVE FOR SUMMER COURSEWORK:**
36 Employees enrolled in a degree-seeking program may be eligible to apply for
37 temporary duty leave of up to a total of five (5) days during pre- or post school
38 planning as needed to attend summer school classes for completion of the
39 degree. Application for this leave must be submitted at least twenty (20) days
40 prior to the close of the teacher's work year and will be subject to review and
41 approval by the professional leave committee as defined in Section 12.028.

42
43 **11.0211 – FAMILY AND MEDICAL LEAVE:** All provisions of this section shall
44 be effective for School Board employees July 1, 1994, and shall be interpreted so
45 as to comply with the requirements, including definitions, of the Family and
46 Medical Leave Act of 1993, and any applicable implementing regulations. No

1 provision in this section shall operate to limit or reduce leaves provided under
2 other contract terms.

- 3
- 4 a. **Employee Eligibility:** Any employee who has worked for the Lee
5 County School District for at least twelve (12) months, and for at
6 least 724 hours during the year preceding the start of the leave.
7
- 8 b. **Reasons for Leave:** Eligible employees shall be granted FMLA
9 leave 1) to care for the employee's child after birth, or following
10 placement for adoption or foster care; 2) to care for the employee's
11 spouse, son or daughter or parent, who has a serious health
12 condition; or 3) because of a serious health condition that makes
13 the employee unable to perform the functions of the employee's
14 job.
15
- 16 c. **Leave Entitlement:** An eligible employee is entitled to take up to a
17 total of twelve (12) work weeks of FMLA leave in a 12-month
18 period, to be measured backwards from the commencement date
19 the employee uses FMLA leave.
20
- 21 d. **Intermittent Leave for Planned Medical Treatment:** FMLA leave
22 may be taken intermittently whenever it is medically necessary to
23 take care of a seriously ill spouse, child or parent of the employee,
24 or because of the employee's own serious health condition making
25 the employee unable to work. Intermittent leave may be taken in
26 increments of one or more days or partial days. Certification of the
27 need for intermittent leave, and the leave schedule, shall be
28 provided by the health care provider. Employees needing
29 intermittent FMLA leave must attempt to schedule their leave so as
30 to minimize disruption to the District's operations. The District may
31 assign an employee to an alternative position on a temporary basis
32 with equivalent pay and benefits that better accommodates the
33 employee's intermittent leave schedule. Intermittent FMLA leave
34 must be requested by the employee in writing at least thirty (30)
35 days in advance, or as soon as is practicable.
36
- 37 e. **Maintenance of Group Medical Insurance:** The Board shall main-
38 tain an employee's medical insurance coverage during FMLA leave
39 to the same extent coverage was provided to the employee prior to
40 taking FMLA leave, for a period not to exceed twelve (12) weeks
41 during the applicable twelve (12) month period. Medical insurance
42 premiums which had been paid by the employee prior to FMLA
43 leave for any dependent coverage must continue to be paid by the
44 employee during the FMLA leave period. If such payments are not
45 made by the employee, the dependent's insurance coverage will
46 lapse and no benefits will be paid for claims incurred while the

1 policy has lapsed. When the employee is reinstated, and payroll
2 deduction of dependent's premiums resumes, the dependent's
3 insurance will be reinstated with the same coverage as prior to the
4 lapse.

5
6 f. **Notice:** Employees must request FMLA leave in writing, directed to
7 the Personnel Department, at least thirty (30) calendar days in
8 advance, or as early as is practicable. The time for the start of the
9 leave may be delayed for up to thirty (30) days for failure to provide
10 timely notice.

11
12 g. **Job Restoration:** Upon return from FMLA leave, an employee
13 shall be restored to the same or an equivalent position. An
14 equivalent position must be at the same pay, benefits, and working
15 conditions, include the same privileges, prerequisites and status,
16 and involve the same or substantially similar duties and
17 responsibilities. The equivalent position must be located at the
18 same or geographically proximate work site unless the employee's
19 request for transfer has been accepted.

20
21 h. **Failure to Return:** At the start of any FMLA leave, the employee
22 must state whether he/she intends to return at the end of the leave.
23 If the employee does not intend to return, the employee will be
24 deemed to have resigned voluntarily, and no FMLA benefits will be
25 provided. If the employee states that he/she intends to return, and
26 then fails to return, for reasons other than 1) the continuation of a
27 serious health condition of the employee or a covered family
28 member or 2) circumstances beyond the employee's control
29 (certification required within 30 days of failure to return for either
30 reason), the employee must promptly reimburse the Board for the
31 cost of insurance provided by the Board during the leave. If the
32 employee fails to do so, the Board may take action to recover the
33 premiums paid.

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

41
42 j. **Medical Certification:** Employees requesting FMLA leave due to a
43 serious health condition of the employee, or of the employee's
44 spouse, child or parent, are required to submit a certification from a
45 health care provider, verifying that the leave is medically necessary.
46 Form WH-380 shall be used. The Board may require an employee

1 to obtain a second medical certification, at the Board's expense.
2 The second health care provider may not be employed on a regular
3 basis by the District. If the opinions of the first and second health
4 care provider differ, the Board may require a third medical
5 certification, again at the Board's expense, from a health care
6 provider selected by the employee from a mutually agreed upon list
7 maintained by the Director Insurance and Benefits Management.
8 The third opinion shall be final and binding.

- 9
10 k. **Fitness-for-Duty Certification:** As a condition of restoration of an
11 employee who has taken FMLA leave due to the employee's
12 serious health condition, the employee is required to provide
13 certification from the employee's health care provider that the
14 employee is able to resume work, i.e., is fit for duty.

15
16 **11.0212 – INSURANCE COVERAGE:** The insurance coverage of any employee
17 who is granted a leave terminates on the first scheduled pay day that the
18 employee does not receive a paycheck, except as otherwise provided by law or
19 this agreement. To continue insurance coverage during the leave period, the
20 employee must remit all premiums due thereafter when permitted.

21
22 **11.03 - TERMINAL PAY BENEFITS:** A regular full-time teacher, upon
23 application, after ten years of creditable service in a retirement plan established
24 by the Florida Legislature, shall be entitled to terminal pay at the time of:

- 25
26 a. normal retirement or early retirement;
27 b. disability retirement;
28 c. termination.

29
30 However, if termination is by death of the teacher, the ten (10) years of creditable
31 service in a retirement plan established by the Florida Legislature will not be
32 required and payment will be made to the teacher's beneficiary.

33
34 **11.031:** Terminal pay shall be paid after ten (10) years of creditable service in a
35 retirement plan established by the Florida Legislature and shall be based on the
36 total number of accrued and valid sick leave days credit to the teacher at the
37 daily rate of pay of the teacher at the time of termination. The amount of terminal
38 pay shall be computed as follows:

- 39
40 a. during the years of service one through three (1-3) in the District,
41 thirty-five (35) percent of the hours of accumulated sick leave shall
42 be multiplied times the hourly rate of pay
43
44 b. during the years of service four through six (4-6) in the District, forty
45 (40) percent of the hours of accumulated sick leave shall be
46 multiplied times the hourly rate of pay

- 1 c. during the years of service seven through nine (7-9) in the District,
2 forty-five (45) percent of the hours of accumulated sick leave shall
3 be multiplied times the number of days of accumulated sick leave;
4 or
5
6 d. during the years of service ten through twelve (10-12) in the
7 District, fifty (50) percent of the hours of accumulated sick leave
8 shall be multiplied times the hourly rate of pay
9
10 e. during and after the thirteenth (13th) year of service in the District,
11 one hundred (100) percent of the hours of accumulated sick leave
12 shall be multiplied times the hourly rate of pay
13

14 **11.032:** Any teacher entitled to terminal pay benefits shall have been under
15 contract to render services for the period immediately preceding termination of
16 employment and shall not be under suspension from duty except for reasons
17 pertaining to health, or have any charges pending which could result in dismissal
18 from employment.
19

20 **11.033 SPECIAL PAY PLAN:** Teachers shall participate in the Special Pay Plan
21 upon retirement, participation in the Florida Retirement System DROP program
22 or upon termination from District employment. Teachers who have \$1,000 or
23 more of terminal pay for unused accumulated sick leave and/or payments for
24 unused annual leave shall have all eligible funds placed in the Special Pay Plan
25 subject to the specific provisions of the plan.
26

27 **11.03301 MANDATORY PARTICIPATION:** Participation in the Special Pay Plan
28 is mandatory for all eligible teachers.
29

30 **11.03302 TERMINATION OF PLAN PARTICIPATION:** Bargaining Unit
31 Participation in the Plan may be terminated with the approval of the Association
32 and the District.
33

34 **11.03303 DROP PARTICIPATION HOLDBACK:** Teachers enrolled in the DROP
35 program shall be required to retain 30 days of accumulated sick leave that shall
36 not be eligible for the Special Pay Plan until termination in DROP.
37

38 **11.03304 HOLD HARMLESS:** Plan participants who separate from employment
39 before the calendar year in which they turn age 55 and who elect to withdraw
40 funds prior to age 59 ½ are subject to a 10% early withdrawal penalty by the IRS.
41 The District will hold harmless (make whole) teachers who fall within this
42 category if they request all of their funds from the Plan Administrator within 60
43 days of actual retirement or termination of employment with the District.
44

45 **11.04 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to
46 provide a pool of emergency sick leave days from which contributors may draw

1 after their own accumulated sick leave has been exhausted. Nothing in this
2 section shall be interpreted to change any of the provisions in other sections of
3 this Article except as it provides for additional days of sick leave with pay for
4 members of the SLB. The District has several Sick Leave Banks. When a Sick
5 Leave Bank member changes positions which would require a change to a new
6 Sick Leave Bank, that person shall be treated as a new member and must give
7 up one sick day for membership in the new bank. However, if the member has
8 donated a day within the same fiscal year, that day may be transferred to the
9 new bank.

10
11 **11.041 – MEMBERSHIP:** Any full-time employee may enroll in the Sick Leave
12 Bank between August 15 and September 30 provided the following three
13 requirements are met:

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

17
18
19 Application forms for membership shall be provided to teachers at their school
20 centers during preschool planning days. Sick leave days donated to the bank will
21 not be returned except as hereafter provided.

22
23 **11.042 - CONTRIBUTION:** In the event the number of days in the SLB balance
24 falls below thirty percent (30%) of the number of SLB members, each member of
25 the SLB shall be required to contribute one (1) day, from their own accumulated
26 sick leave to the SLB. In the event an SLB member cannot contribute an
27 additional day due to leave exhaustion, and he/she is not currently drawing from
28 the SLB, the additional day automatically shall be the next accrued sick leave
29 day.

30
31 **11.043 - DURATION:** If membership in the bank and the number of days in the
32 bank should fall below three hundred (300), the bank shall be discontinued and
33 days remaining in the bank shall be distributed as provided elsewhere in this
34 section.

35
36 **11.044 – ADMINISTRATION:**

- 37 a. The SLB will be administered by the Personnel Department. Forms
38 may be obtained by participating teachers from the Personnel
39 Office or school center.
- 40 b. An Overview Committee consisting of two (2) representatives
41 appointed by the Superintendent and two (2) representatives
42 appointed by the Association shall be formed to review the
43 administration of the bank, investigate alleged abuses, and
44 determine eligibility as set forth in 11.041 of this section. Committee
45 members shall be provided a quarterly report showing the number
46
47

1 of SLB members, balance of days, and number of applications for
2 withdrawals.

3
4 **11.045 - BENEFITS:** The SLB shall be used only by the SLB member for his/her
5 own personal illness or disability and may not be used because of the illness,
6 disability or death of any other person.

7
8 a. In the event of a continuing or catastrophic illness of a participating
9 teacher, causing the teacher to be absent from work for an
10 extended period of time, the teacher may receive paid leave as
11 follows:

- 12
13 1. All accumulated sick leave and all other forms of paid leave
14 available to the teacher must first be expended, followed by an
15 unpaid leave of ten (10) continuous work days.
16 2. Application must be made to the SLB, submitting medical
17 certification and justification of the number of days required for the
18 leave.
19 3. A maximum of one hundred (100) continuous paid work days may
20 be received by a teacher in a school year or a total of one hundred
21 (100) days for any one illness or disability. Having used one
22 hundred (100) days for any one illness or disability and having
23 returned to work, the teacher shall again become eligible to draw
24 days for the same illness or disability after a three (3) year waiting
25 period which shall begin with the date of returning to work.

26
27 b. In the event of a continuing or second catastrophic illness of a
28 participating employee which occurs within one calendar year of the
29 date the employee returned to work after utilizing the Sick Leave
30 Bank and the employee is approved for sick leave benefits, the ten
31 (10) days of unpaid leave shall be waived.

32
33 c. Questions raised by the Personnel Department concerning the
34 eligibility of an employee to receive benefits will be reviewed by the
35 Overview Committee which will make the final determination as to
36 eligibility for benefits. In cases denied, the Overview Committee
37 shall provide, in writing, reason(s) for such denial. The applicant
38 may appeal his/her request to the committee for
39 reconsideration within ten (10) days from receipt of denial. The
40 Overview Committee's determination is not subject to the grievance
41 procedure and arbitration.

42
43 **11.046 - ABUSE:** Alleged abuse of the SLB shall be investigated by the Super-
44 intendent. Upon a finding of such abuse, the teacher shall be required to repay
45 all of the sick leave credits drawn from the SLB and shall be subject to such other
46 disciplinary action as determined by the School Board to be appropriate.

1 **11.047 - DISCONTINUANCE:** If it should become necessary to discontinue the
2 SLB, unused sick leave in the bank will be distributed in the following manner:

- 3
- 4 a. If the number of unused sick leave days in the bank exceeds the
5 number of members in the bank, each member will receive one (1)
6 of the unused days to be credited to his/her personal accumulated
7 sick leave account. Those days exceeding the number of members
8 in the bank will be dispensed of at the sole discretion of the Board
9 whose decision will be final and not subject to the grievance
10 procedure and arbitration.
- 11
- 12 b. If the number of unused sick leave days in the bank is equal to the
13 number of members in the bank, each member will receive one (1)
14 of the unused days to be credited to his/her personal accumulated
15 sick leave account.
- 16
- 17 c. If the number of unused sick leave days in the bank is more than
18 one-half (1/2) but less than or equal to the number of members in
19 the bank, each member will receive one-half (1/2) of one of the
20 unused days to be credited to his/her personal accumulated sick
21 leave account. Those days exceeding one-half (1/2) of the number
22 of members in the bank will be dispensed of at the sole discretion
23 of the Board whose decision will be final and not subject to the
24 grievance procedure and arbitration.
- 25
- 26 d. If the number of unused sick leave days in the bank is equal to one-
27 half (1/2) of the number of members in the bank, each member will
28 receive one-half (1/2) of one of the unused days to be credited to
29 his/her personal sick leave account.
- 30
- 31 e. If the number of unused sick leave days in the bank is less than
32 one-half (1/2) of the number of members in the bank, all of the days
33 will be disposed of at the sole discretion of the Board whose
34 decision will not be subject to the grievance procedure and
35 arbitration.
- 36

37 **11.048 – HOLD HARMLESS:** The Association, its officers, agents, and members
38 of the bargaining unit will hold the Board, its officers and agents harmless for the
39 cost and results of any action which may be brought by any of its members,
40 group or groups of members, members of the bargaining unit, or agencies of law,
41 with respect to the establishment, administration or expenditure of the assets of
42 the SLB.

43

44 **11.05 – SHARED SICK LEAVE:** All employees covered by this contract may
45 donate accrued, earned sick leave to his or her spouse (person to whom the
46 donor employee is legally married at the time of donation), child (natural or

1 adopted, but not step-child), parent (mother or father of the donor employee), or
2 sibling (brother or sister of the donor employee, but not step-sister or step-
3 brother) who is also a regular part-time or full-time district employee (not a
4 temporary employee or substitute).

5
6 **11.051 – TRANSFER OF SHARED SICK LEAVE:** The transfer of sick leave is
7 subject to the following limitations and conditions:

- 8
9 a) The transfer of sick leave will be administered by the Payroll Department.
10 Employees wishing to donate sick leave shall request the transfer in
11 writing to the Payroll Department. The letter of request must include the
12 total hours requested for transfer, name, and social security number of the
13 intended recipient, the work location of the intended recipient, the
14 relationship of the intended recipient to the employee donating the sick
15 leave, and the social security number and work location of the employee
16 writing the letter of request for transfer of sick leave hours.
17
18 b) The signed, completed letter requesting the transfer must be received in the
19 Payroll Department prior to the current pay period processing cut-off date in
20 order to be reflected on the recipients' current payroll record.
21
22 c) The recipient must be employed in a position eligible to accrue leave time.
23
24 d) The donated sick leave must be used for illness only and must be supported by
25 medical verification from a physician upon request.
26
27 e) The recipient may not use donated sick leave until all of his or her
28 accumulated sick and vacation leave is depleted.
29
30 f) If the total hours identified on the letter of request from the donor is not eligible
31 for transfer, or if the recipient identified in the letter is not eligible to receive the
32 requested transfer of sick leave hours, the letter will be returned by the Payroll
33 Department to the employee with an explanation included on, or attached to, the
34 letter of request.
35
36 g) Unearned, advanced sick leave hours are not eligible for transfer.
37
38 h) The recipient will not accrue leave while using the sick leave donated by
39 the spouse, child, parent, or sibling.
40
41 i) The Payroll Department will retain on file, a copy of the returned letters
42 including the explanation denying the requested transfer.

1 j) The maximum number of shared sick leave hours to be transferred at one
2 time will be calculated as follows: 20 (days) X number of recipient work
3 hours per day.
4

5 k) Any unused donated sick leave shall revert to the donor employee upon
6 the recipient employee's return to work or termination of employment.
7

8 l) If a donor employee retires or terminates, any unused shared sick leave of
9 the recipient will revert back to the donor employee as of the last date of
10 employment.
11

12 m) Donated sick leave cannot be used by the recipient for the purpose of
13 terminal pay.
14

15 **11.052 – HOLD HARMLESS:** The Association, its officers or agents and the
16 members of the unit shall hold the Board, its officers, employees and agents
17 harmless from any and all claims which may be brought by any of its members of
18 the unit or authorized litigant with the establishment or administration of the
19 shared sick leave policy.
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ARTICLE 12

PERSONAL AND ACADEMIC FREEDOM

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

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

1 **ARTICLE 13**

2
3 **WORK YEAR**

4
5 **13.01 - WORK YEAR:** The basic work year for teachers shall be 196 days which
6 shall include six (6) paid holidays. Teachers will not be required to work on the
7 paid holidays established by the Board as a part of the annual school calendar.

8
9 Teacher professional duty days are to be used for teachers to prepare grades,
10 lesson plans and other required records and reports. Grade sheets shall not be
11 due until one hour prior to the end of this duty day.

12
13 Teacher in-service days shall be used for teacher professional development as
14 identified in the teacher's Professional Development Plan and the School
15 Improvement Plan.

16
17 The following work schedule is for those instructional personnel who have
18 greater than a ten (10) month schedule.

19
20 A. School Counselor - Adult Education 201

21 School Counselor - Middle School

22 School Counselor - High School

23 Teacher - High School - Industrial Cooperative Education

24 Teacher-On-Assignment

25
26 B. School Counselor - High School 206

27 Teacher-On-Assignment

28
29 C. School Social Worker - Student Welfare And Attendance (1) 216

30 Teacher – High-Tech Central – Cosmetology and Health Occupations

31 Teacher-On-Assignment

32 Teacher-JROTC

33 School Psychologist

34
35 D. School Counselor - High-Tech Centers 226

36 Technology Specialists

37 Teacher – High-Tech Central – Health Occupations

38 Teacher-On-Assignment

39
40 E. Teacher – High-Tech Central – Health Occupations 255

41 Teacher-On-Assignment

42 Department of Juvenile Justice (DJJ) Teacher

43 School Psychologist

44 Financial Aid Advisor – Technical Centers

45
46 The Department of Juvenile Justice (DJJ) twelve-month (255 day) calendar will
47 be jointly developed by the DJJ Administrators and Teachers to ensure the

1 required 240-day instructional calendar and the recommendation shall be
2 forwarded to the District Labor Management Committee.

3
4 Exceptions: The contractual work year may be reduced when agreed to by the
5 teacher and supervisor. The work year may be extended to meet student/
6 programmatic needs with advanced notification to TALC and the Director of
7 Personnel.

8
9 **13.011 – FLEXIBLE WORK YEAR:** The work year for instructional personnel
10 scheduled to work longer than 196 days may be adjusted to accommodate
11 instructional or student needs. Such adjustments shall be determined ten (10)
12 days prior to the last day of the student year for the following school year, set
13 forth in a written document and signed and dated by the teacher and
14 principal/supervisor and retained at the school/department. The days shall be
15 determined in consultation with the teacher; however, the final decision shall be
16 made by the principal/supervisor to ensure adequate staffing throughout the
17 year.

18
19 **13.02 - CALENDAR COMMITTEE:** By the first work day in October, a joint
20 committee of thirty (30) members, twelve (12) of whom shall be appointed by the
21 Superintendent including the chairperson, and twelve (12) of whom shall be
22 appointed by the Association representing all affected bargaining units, and two
23 (2) selected by each District Advisory Council, who are not school employees,
24 shall meet. The committee shall review the next year's instructional calendar.
25 Disputes not resolved within the Calendar Committee, or changes to the
26 committee's recommendations shall be subject to bargaining before
27 implementation.

28
29 **13.03 - EMERGENCY MAKE-UP DAYS:** When it is necessary to close schools
30 as a result of a hurricane or other natural disaster, employees will be notified via
31 radio and television, if possible, prior to the beginning of the work day.
32 Employees who do not make up said time during their work year will not be paid
33 for these days and pay will be deducted from the last paycheck of the fiscal year
34 in which the days are missed or from the employee's last paycheck in the event
35 the employee terminates sooner. National and/or legal holidays may not be used
36 as make-up days when schools are closed due to emergency. The Board agrees
37 to meet with the Association to discuss make-up days when schools are closed
38 due to an emergency.

39
40 **13.031:** For employees who work 196, 201 or 206 days, the time shall be made
41 up on the days that students are scheduled to make up school.

42
43 **13.032:** For employees who work 216 or 226 days, time will be made up by
44 extending the contract year by the number of days missed.

1 **13.033:** For employees who work 255 days per year, time will be made up by
2 extending the length of the work day as determined by the Superintendent.

3
4 **13.034:** The Board reserves the right to waive make-up time.
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ARTICLE 14

BENEFITS

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

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

14.02 – BENEFIT BANK: The Board shall contribute an amount equal to 100% of the "employee" premium for the District's PPO health plan into the Benefit Bank for each employee who is eligible for Board Provided Benefits. Effective April 1, 2003, the Board shall contribute an amount equal to 100% of the "employee" premium for the School District of Lee County's BCBS, 927, fully insured PPO health plan. Benefit Bank dollars are to be utilized by employees to purchase their own major medical health insurance first and, when their election permits, the following voluntary benefits:

- a. Dependent major medical insurance
- b. Dental insurance
- c. Vision insurance
- d. Cancer insurance

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

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

14.031 – ENROLLMENT: Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment period or within sixty (60) days following a qualified family status

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

7
 8 **14.032 – FLEXIBLE SPENDING ACCOUNTS:** All eligible employees may
 9 participate in optional medical and/or dependent care Flexible Spending
 10 Accounts, which allow those employees to pay for qualified medical and
 11 dependent care expenses with pre-tax payroll deductions. Benefit Bank dollars
 12 may not be directed to Flexible Spending Accounts.

13
 14 **14.04 – MAJOR MEDICAL HEALTH INSURANCE:** The Board will provide
 15 major medical health insurance through the District’s health plan to each eligible
 16 employee. Effective April 1, 2003, the Board will provide major medical health
 17 insurance through two BCBS fully insured health plans (the School District of Lee
 18 County’s BCBS 927 PPO plan and the School District of Lee County’s BCBS 903
 19 PPO health plan). Effective April 1, 2005, the Board will provide major medical
 20 health insurance through a third BCBS fully insured health plan (the School
 21 District of Lee County’s BCBS 118 PPO health plan). Such coverage shall
 22 become effective thirty (30) consecutive days from the date of employment. The
 23 date of employment shall be included as one of the thirty (30) days.

24
 25 **14.041 – BCBS 927 PPO HEALTH PLAN:** Effective April 1, 2003, the Board
 26 shall offer the 927, PPO health plan through BCBS with benefits as described in
 27 the plan summary document including the following benefits:

28	Lifetime Maximum Benefit	\$5,000,000
29	Calendar year deductible (Individual in Network)	\$ 300
30	(Individual out of Network)	\$ 500
31	Calendar year deductible (Family in Network)	\$ 600
32	(Family out of Network)	\$ 1,000
33	Out-of-pocket maximum (excludes deductibles)	
34	In and Out of Network combined (per individual)	\$ 1,000
35	In and Out of Network combined (per Family)	\$ 2,000
36	Office visit co-payment	
37	Primary Care in Network	\$ 10
38	Specialist in Network	\$ 20
39	Out of Network provider	65% After CYD
40	Office Surgical Procedure	
41	Primary Care in Network	\$ 10
42	Specialist in Network	\$ 20
43	Out of Network	65% after CYD

1	Hospital Services Co-insurance percentages payable	
2	In Network	85% after CYD
3	Out of Network	65% after \$500 PAD
4		& CYD
5	Pharmacy co-payment	
6	Generic	\$ 10
7	Brand	\$ 20
8	Mail Order Generic (90 day)	\$ 20
9	Mail Order Brand (90 day)	\$ 40

10
11 **14.042 – BCBS 903 PPO HEALTH PLAN:** Effective April 1, 2003, the Board
12 shall offer the 903 health plan through BCBS with benefits as described in the
13 health plan summary document including the following benefits:

14	Lifetime Maximum Benefit	\$5,000,000
15	Calendar year deductible (Individual in Network)	none
16	(Individual out of Network)	\$ 200
17	Calendar year deductible (Family in Network)	none
18	(Family out of Network)	\$ 400
19	Out-of-pocket maximum (excludes deductibles)	
20	In and out of Network (per individual)	\$ 1,000
21	In and out of Network (per Family)	\$ 2,000
22	Office visit co-payment	
23	In Network Primary Physicians/Specialists	\$ 10
24	Out of Network Physicians/Specialist	50% after CYD
25	Office Surgical Procedures	
26	In Network Provider	\$ 10
27	Out of Network Provider	50% after CYD
28	Hospital Services Co-insurance percentages payable	
29	In Network	80% no CYD
30	Out of Network	50% after PAD & CYD
31	Pharmacy co-payment	
32	Generic	\$ 10
33	Brand	\$ 20
34	Mail Order Generic (90 day)	\$ 20
35	Mail Order Brand (90 day)	\$ 40

36
37 **14.043 – BCBS 118 PPO HEALTH PLAN:** Effective April 1, 2005 the Board
38 shall offer the 118 option PPO health plan through BCBS with benefits as
39 described in the plan summary document including the following benefits:

40		
41	Lifetime Maximum Benefit	\$5,000,000
42	Calendar year deductible	
43	(Individual in and out of Network combined)	\$ 500
44	Calendar year deductible	
45	(Family in and out of Network combined)	\$ 1,000

1	Out-of-pocket maximum (excludes deductibles)		
2	In and Out of Network combined (per individual)	\$	2,000
3	In and Out of Network combined (per Family)	\$	4,000
4	Office visit co-insurance percentages payable		
5	In Network provider		80% after CYD
6	Out of Network provider		60% after CYD
7	Office Surgical Procedure co-insurance percentages payable		
8	In Network provider		80% after CYD
9	Out of Network provider		60% after CYD
10	Hospital Services co-insurance percentages payable		
11	In Network		80% after CYD& PAD
12	Out of Network		60% After CYD & PAD
13	Pharmacy co-payment		
14	Generic	\$	10
15	Brand	\$	25
16	Non-Formulary	\$	40
17	Mail Order Generic (90 day)	\$	20
18	Mail Order Brand (90 day)	\$	50
19	Mail Order Non-Formulary	\$	80

20

21 **14.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence
22 of health insurance coverage shall be allowed to decline coverage under the
23 School District's health plan. Employees shall not receive any other benefit in
24 lieu of the declined insurance coverage. The Board shall contribute the current
25 Benefit Bank contribution amount to the School District's health fund for all
26 employees who decline coverage.

27

28 **14.06 - LIFE INSURANCE:** The Board will provide for twenty thousand dollars
29 (\$20,000) of group term life insurance for each eligible employee, with an
30 additional twenty thousand dollars (\$20,000) accidental death and
31 dismemberment (AD&D) insurance. Coverage shall begin on the employee's
32 date of employment.

33

34 **14.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group
35 benefits available to all eligible employees. Employees who participate in
36 voluntary benefits must do so at their own expense. Voluntary benefits shall be
37 recommended by the Insurance Task Force and approved by the Board.

38

39 **14.071 – ELIGIBILITY:** Employees who are regularly scheduled to work twenty
40 (20) or more hours per work week are eligible for the optional group voluntary
41 benefits offered by the Board.

42

43 **14.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for
44 employees in an amount not less than one million dollars (\$1,000,000) per
45 occurrence.

46

1 **14.09 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of
2 this agreement by the parties, a joint task force of sixteen (16) members, eight
3 (8) of whom shall be appointed by the Superintendent, including the Chairman,
4 and eight (8) of whom shall be appointed by the Associations, representing all
5 affected bargaining units, shall meet. The joint task force shall review the current
6 insurance programs and workers' compensation issues. It will explore
7 alternatives, improvements, changes, and specifications to the existing insurance
8 programs. In order to be implemented, any committee recommendations that
9 alter the provisions within this agreement or any of the health plan benefit
10 description documents shall be incorporated in the agreements after they have
11 been ratified by both the Board and the Association.
12

13 **14.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves
14 shall not be transferred out of the fund without the recommendation of the
15 Insurance Task Force.
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ARTICLE 15

COMPENSATION

15.01 - SALARIES: Effective July 1, 2005, each teacher shall be paid in accordance with the yearly salary schedule shown in Appendix A. Effective July 1, 2006, increment increases shall only be paid following the ratification of a successor agreement.

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

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

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

15.014 - FOR TEACHERS HIRED PRIOR TO JULY 1, 2001: Experience credit shall be determined using the step conversion table in Appendix A. A maximum of ten (10) years experience in out-of-state public schools, state colleges and universities, U.S. government schools for dependents, public school in the American Virgin Islands, Guam, American Samoan Islands, and Puerto Rico shall be allowed for salary credit. A maximum of sixteen (16) years experience in Florida public school districts outside of Lee County shall be allowed for salary credit. To be eligible, creditable experience must have been attained after the person held a valid teaching certificate and a four-year degree except when specified otherwise by Florida certification rules. It is the intent of the parties to this contract to equitably grant teachers salary credit based on experience. During the 2005-06 the TALC and District Labor/Management Committee will collect verification forms from teachers hired prior to July 1, 2001 with verifiable, creditable experience in a public or accredited private school not previously credited for salary schedule placement in order to prepare for negotiations for a successor agreement pertaining to experience credit.

15.015 - FOR TEACHERS HIRED ON OR AFTER JULY 1, 2001: Experience credit shall be determined using the step conversion table in Appendix A. The creditable experience credit shall be allowed pursuant to Florida Statute. It is the intent of the parties to this contract to equitably grant teachers salary credit based on experience. During the 2005-06 the TALC and District Labor/Management Committee will collect verification forms from teachers hired on or after July 1, 2001 with verifiable, creditable experience in an accredited private school not previously credited for salary schedule placement in order to

1 prepare for negotiations for a successor agreement pertaining to experience
2 credit.

3
4 **15.016 - FOR SPEECH PATHOLOGISTS:** Experience credit shall be
5 determined using the step conversion table in Appendix A. One year of salary
6 credit shall be granted to speech pathologists for each year of related experience
7 in public or private agencies serving children and families. A maximum of ten (10)
8 years out-of-state experience or sixteen (16) years in-state experience or any
9 combination thereof which does not exceed sixteen (16) years shall be permitted.

10
11 **15.017 - FOR SCHOOL SOCIAL WORKERS, SCHOOL COUNSELORS AND**
12 **SCHOOL PSYCHOLOGISTS:** Experience credit shall be determined using the
13 step conversion table in Appendix A. One year of salary credit shall be granted to
14 school social workers, school counselors and school psychologists for each year
15 of related experience in public or private agencies serving children and families
16 up to a maximum of three (3) years.

17
18 **15.018 - FOR ROTC INSTRUCTORS:** Experience credit shall be determined
19 using the step conversion table in Appendix A. ROTC instructors initially
20 employed prior to July 1, 1993, shall be placed on the salary schedule at the
21 appropriate experience level based on actual teaching experience as defined
22 above or six (6) years of experience credit for military service, or an experience
23 credit in accordance with the District agreement with the military, whichever is
24 greater. ROTC instructors initially employed after July 1, 1993, shall be paid a
25 salary equivalent to the pay they would receive on active duty minus army
26 retirement pay currently received, or starting teacher salary, whichever is higher.
27 Additionally, instructors who hold advanced degrees would be compensated for
28 those advanced degrees in accordance with the current teacher salary schedule.
29 Those instructors who hold a Florida Teaching Certificate, and teach at least two
30 (2) non-ROTC classes shall be placed on the salary schedule at the appropriate
31 experience level based on actual teaching experience as defined above or six (6)
32 years experience credit for military service, or an experience credit in accordance
33 with the District agreement with the military, whichever is greater.

34
35 **15.019:** For advancement to a higher salary level, the effective date shall be the
36 date of completion of all requirements for the degree as stated on official docu-
37 mentation or registrar confirmation. Such advancement shall be initiated upon the
38 receipt of said documentation in the Personnel Office.

39
40 **15.02 – PAY DELIVERY:** The initial paycheck for all teachers will be delivered on
41 the pay date following the initial start date in the fiscal year. If the days
42 scheduled to work in the first pay period are less than five (5) days, the first
43 payroll check will reflect the amount equal to the days worked. No voluntary
44 payroll deductions will be processed on the initial check for an amount equal to
45 less than five (5) scheduled work days. If the teacher has worked at least five (5)
46 days the paycheck will reflect an amount equal to days worked; however, no
47 teacher will receive more than 1/24th of the teacher’s annual salary. Thereafter,

1 paychecks representing 1/24th of the teacher's annual salary will be issued on the
2 middle-of-the-month and end-of-the-month payroll except for the September
3 middle-of-the-month payroll which will be for 2/24ths, less the amount paid on the
4 first check paid for an amount equal to five (5) days or more. The balance of
5 contract shall be issued on the next to the last payday for the teacher's work
6 year, less the amount scheduled on the final paycheck for the teacher work year.
7 The final paycheck shall be an amount equal to days worked in the final pay
8 period or the pay period rate of pay to equal the balance of the total annual
9 wages due to the teacher for the current year.

10
11 **15.021:** Teachers employed in summer school shall be paid on the last work day
12 in June provided the teacher has worked at least five (5) days in June, and was
13 assigned prior to the pre-established personnel cut-off date for processing
14 activity for the current pay period. Teachers who are assigned after the personnel
15 cut-off date and who work at least five (5) days during June shall be paid no later
16 than the middle-of-the-month payroll in July for all days worked through June 30
17 in the summer school program. Otherwise, paychecks will be delivered on the
18 last scheduled pay date in July and the balance paid on the middle-of-the-month
19 payroll in August. The summer school director will notify, by telephone, all
20 teachers who will not receive a check on the last day in June. Verification of
21 telephone notification will be confirmed to the teacher in writing.
22

23 **15.022:** When the 15th or last day of the month falls on a weekend or holiday,
24 checks will be issued on the last scheduled work day prior to the weekend or
25 holiday.
26

27 **15.023:** Paychecks will be delivered in a manner that ensures confidentiality.
28 Upon written request, an employee shall receive his/her paycheck in an
29 envelope.
30

31 **15.03 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit
32 upon completion of an application available from the school site or the Personnel
33 Office. If an employee terminates direct deposit, he/she may not re-enroll for one
34 calendar year from the date of termination. Employees hired on or after July 1,
35 2005 shall be paid by automatic direct deposit.
36

37 **15.04 - SUPPLEMENTS:** Each year eligible teachers shall be paid a salary
38 supplement in accordance with the supplemental salary schedule shown in
39 Appendix B. No teacher shall receive more than three (3) supplements, excluding
40 the position of Athletic Trainer.
41

42 **15.05 - SUPPLEMENTAL POSITIONS:** Those supplemental positions
43 designated on the salary schedule as countywide shall be advertised in the
44 District Employment Opportunities no later than May 15 of each school year. The
45 deadline for applications shall be ten (10) working days after the date of
46 publication. Any athletic position listed on the salary schedule supplement which
47 cannot be filled by a faculty member of the team's school shall be advertised in

1 the District Employment Opportunities. The deadline for applications shall be ten
2 (10) working days after the date of publication. Each principal shall post a list of
3 supplemental positions allocated to that school for the subsequent school year
4 until all positions have been filled. Supplements will not be paid until ratification of
5 the contract covering the school year during which the supplement is provided, or
6 September 30, whichever is earlier, with the exception of the following
7 supplements: school counselor, agriculture teacher, school social worker,
8 exceptional student education teacher, speech-language pathologist, detention
9 center teacher, school psychologist and ROTC, curriculum/technology specialist
10 (elementary), teacher-on-special assignment, and environmental education
11 center resource teacher.

12
13 Supplement for high school band director, assistant band director, athletic direc-
14 tion, and seasonal athletic supplements, including cheerleading, shall be initiated
15 when the season begins and shall be prorated for the remainder of the school
16 year. Upon completion of a specific athletic season, that coach may request
17 written verification from the principal that all responsibilities have been completed
18 and the balance will be paid upon receipt of said verification by the Payroll
19 Department.

20
21 **15.06: Legislative Bonus Programs:** The parties agree to implement the three
22 bonus programs, including the Advanced Placement Test, Critical Shortage, and
23 Alternative School bonuses if funded and any others developed in the future.
24 The Labor/Management Committee will develop and implement by memorandum
25 of understanding all Legislative Bonus Programs.

26
27 **15.07 – SUBSTITUTE COVERAGE:** When no substitute is available for an
28 absent teacher another teacher may be assigned to cover the class as follows:

- 29
30 a. Volunteers will be sought and a rotation schedule will be followed.
31 b. Use of planning time will be compensated pro-rated at the regular rate
32 calculated to the minute based on the length of the period covered.
33 c. At the elementary level, when a teacher covers a class the teacher will
34 be compensated at the regular rate calculated to the minute based on
35 the length of the period covered.
36 d. At the elementary level, when students are added to a class, the
37 teacher will be compensated based on the percentage of the absent
38 teacher’s total class enrollment added to the covering teacher’s class.
39 e. Teachers who do not have a regularly assigned classroom will be
40 compensated at the regular rate for the actual student contact time
41 covered.

42
43 **15.08 – STATE REQUIRED OUTSTANDING TEACHER PERFORMANCE PAY**
44 **PLAN:** The Outstanding Teacher Performance Pay Plan is a compensation
45 system to reward outstanding teachers in accordance with state requirements.
46 This plan creates the designation of “outstanding teacher” for the purposes of

1 recognizing and rewarding exceptional educators. Teachers identified as
2 “Outstanding Teachers” under the plan shall receive 5% of the teacher’s annual
3 base salary as state required performance pay. The teacher’s annual base
4 salary is reflected in Appendix A, Salary Schedule, of this document in
5 accordance with the current step and degree. Should the legislation requiring the
6 5 percent supplement for outstanding performance be repealed, the language
7 pertaining to the outstanding teacher performance award will be rescinded.

8
9 **15.081 – DISTRIBUTION TO OUTSTANDING TEACHERS:** Teachers identified
10 as “Outstanding Teachers” are eligible to receive State Required Performance
11 Pay in one lump sum payment no later than the August 15th pay date. Each
12 eligible Teacher shall receive 5% of the Teacher’s annual base salary. The total
13 District financial allocation for the State Required Performance pay shall be Two
14 Hundred Fifty Thousand Dollars (\$250,000) not including the District’s
15 contribution for employee social security.

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ARTICLE 16

PARTICIPATORY DECISION MAKING

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

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

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

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

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

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

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ARTICLE 17

ALCOHOL- AND DRUG-FREE WORKPLACE

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

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

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

- a. abide by the terms of this article, and;
- b. notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a violation occurring on the premises of the Lee County School Board, at the workplace, or during the conduct of any official activity related to the Lee County School Board no later than five (5) days after conviction.

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

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

1 **17.05:** No employee shall be required to submit to drug or alcohol testing without
2 reasonable suspicion except as otherwise required by law or this agreement. All
3 drug and alcohol testing shall be conducted in accordance with District policy and
4 procedures for drug and alcohol testing.

5
6 **17.06:** Possession or use of prescription drugs by an employee for which he/she
7 holds the prescription is exempt from this section.

8
9 **17.07:** Employees who perform duties which require the disposition or confisca-
10 tion of alcoholic beverages or controlled substances are exempt from this section
11 when performing those specified duties.

12
13 **17.08:** Employee assistance will be available through the Personnel Department
14 and the Employee Assistance Program.

15
16 **17.09 - ALCOHOL- AND DRUG-FREE WORKPLACE TASK FORCE:** A joint
17 task force of sixteen (16) members, eight (8) of whom shall be appointed by the
18 Superintendent, including the Chairman, and eight (8) of whom shall be
19 appointed by the Association. The purpose of the joint task force is to develop
20 policies and procedures for the implementation of any drug/alcohol testing
21 performed in the District, to comply with the collective bargaining agreement
22 and/or federal/state laws or regulations.

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ARTICLE 18

MISCELLANEOUS

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

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

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

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

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

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

1 **18.05:** The Association agrees that it shall not authorize, sanction, condone,
2 engage in or acquiesce in any strike as defined in Florida Statutes 447.203. It
3 further agrees that should any such violations occur as defined above, the
4 Association shall be subject to such penalties as determined under Florida
5 Statutes 447.507.

6
7 **18.06:** Copies of this Agreement shall be printed by the Board within thirty (30)
8 days after ratification by the parties. The Board shall distribute sixty (60) copies
9 to the Association and one (1) copy to each teacher under contract with the
10 Board or to each teacher to whom a contract has been offered.

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ARTICLE 19

**DURATION, ACCEPTANCE AND
REOPENING OF AGREEMENT**

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

19.02: The length of this contract is one (1) year (2005-06). The request for an initial negotiation meeting relative to a successor agreement shall be made in writing to the Superintendent by February 1, 2006. The parties agree to use the Interest Based process. The Labor/Management Committee shall meet in February 2006 to determine the design, training and schedule for bargaining. Bargaining Unit team members shall receive temporary duty leave as required for these purposes.

19.03: This Agreement, together with all the terms, conditions and effects thereof, shall expire on June 30, 2006, and in no event shall any other provisions of this Agreement contravene the expiration of this Agreement.


2005-2006
TALC Agreement

This Agreement is signed this 14th day of June, 2005.

In Witness Whereof:


For the Association:

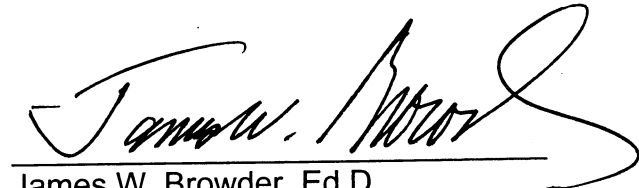

Donna M. Mutzenard, President



Bruce D. Proud, Executive Director


Leah Allen, Bargaining Chairman

For the Board:


Elinor C. Scricca, Ph.D., Chairman


James W. Browder, Ed.D.,
Superintendent


Gregory K. Adkins, Ed.D.,
Chief Negotiator

**APPENDIX A
INSTRUCTIONAL SALARY SCHEDULE
2005 - 2006**

NOTE: ANNUAL RATES ARE BASED ON 196 PAID DAYS, 7½ HOURS PER DAY

For new employee placement, salary years of experience completed at the end of 2004 - 2005	Converts to Step	Base Salary for Bachelors Degree	Base Salary for Masters Degree	Base Salary for Specialist Degree	Base Salary for Doctorate Degree
0	1	30,473	32,973	34,473	35,473
1	2	31,753	34,253	35,753	36,753
2	3	33,033	35,533	37,033	38,033
3	4	34,313	36,813	38,313	39,313
4	5	35,593	38,093	39,593	40,593
5, 6	6	36,873	39,373	40,873	41,873
7, 8, 9	7	38,153	40,653	42,153	43,153
10, 11	8	39,433	41,933	43,433	44,433
12, 13	9	40,713	43,213	44,713	45,713
14, 15	10	41,993	44,493	45,993	46,993
16	11	43,273	45,773	47,273	48,273
17, 18	12	44,773	47,273	48,773	49,773
	13	46,273	48,773	50,273	51,273
19	14	47,773	50,273	51,773	52,773
20	15	49,273	51,773	53,273	54,273
21	16	50,773	53,273	54,773	55,773
22+	17	52,773	55,273	56,773	57,773

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APPENDIX B

2005 – 2006

INSTRUCTIONAL SALARY SCHEDULE SUPPLEMENTS

<u>ACADEMIC / ADMINISTRATIVE</u>	<u>2005-2006</u>
Academic Coach (Elementary) 1 per school	\$525
Academic Coach (Middle School and High School): 7 per school. Mathematics, Science, Social Studies, Language Arts, Foreign Language, Forensics and 1 Non-departmental	\$710
Assistant Academic Coach (High School)	\$295
Administrative Designee	\$330
Department Chairperson (High School and Middle School): (number of full-time instructional units* per department)	
1-3	\$525
4-6	\$735
7-9	\$945
10 or more	\$1,155
District Science Fair Director.....	\$1,225
School Based Science Fair Director	
Elementary.....	\$285
Middle	\$415
High	\$415
District Subject Area Specialist.....	\$2,100
Equity Coordinator:	
1-10 full-time instructional units per school.....	\$280
11-20 full-time instructional units per school.....	\$325
21-30 full-time instructional units per school.....	\$360
31-up full-time instructional units per school.....	\$435

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ESE Contact Person (Elementary) *	
1-3 full-time ESE instructional units per school	\$565
4-6 full-time ESE instructional units per school	\$700
7-9 full-time ESE instructional units per school	\$900
10+ full-time ESE instructional units per school.....	\$1,100
ESOL Contact Person.....	\$600
Faculty Environmental Education Coordinator:	
1-10 full-time instructional units per school	\$230
11-20 full-time instructional units per school	\$270
21-30 full time instructional units per school	\$305
31-up full-time instructional units per school	\$375
Grade Level Chairperson (Elementary)	\$630
(Regular Classroom - exclusive of guidance counselor, ESE, etc.)	
Specials Chairperson (1 per Elementary School).....	\$630
Peer Teacher	\$325
Safety-Security Supervisor	\$665
Supplements per school based on enrollment:	
Elem. - Up to 500 = 1	
501 – 1,000 = 2	
Above 1,000 = 3	
Middle - Up to 500 = 1	
500 - 1,000 = 2	
Above 1,000 = 3	
High - Up to 1,799 = 2	
Above 1,799 = 3	
School Safety Patrol Supervisor (Elementary School).....	\$285
School Advisory Committee Chair (if elected).....	\$525
School In-Service Representative (based on total staff)	
0-50	\$160
51-100	\$210
101 and up.....	\$265

1		
2		
3	Team Leader (Middle School)	
4	(number of full-time instructional units* per	
5	department)	
6	1-3	\$525
7	4-6	\$735
8	7-9	\$945
9	10 or more.....	\$1,155

10

11 Testing Coordinator (1 per school)..... \$1,000

12

13 Web Master..... \$100

14

15

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

17

18 *Note:* All schools will receive exactly one supplement for each position listed unless it is

19 clearly indicated to the contrary in the schedule.

20

21 ACTIVITIES / CLUBS

22

23 Broadcast/Television Advisor (High School) \$300

24

25 Class Sponsor (High School)

26	Senior	\$800
27	Junior.....	\$800
28	Sophomore	\$300
29	Freshman.....	\$300

30

31 Community Service Club Advisor

32	High School (1 per school 2001-2002)	
33	(2 per school 2002-2003)	\$200
34	Middle School (1 per school)	\$200

35

36 Future Educators of America Sponsor (High School) \$405

37

38 Interest Club Sponsor (Examples: Scholars Club, Foreign Language, SADD, etc.)

39 High School, Middle School, and Elementary SchoolSupplements per school

40 based on enrollment.

41	Up to 400 = 1	\$100
42	401 – 800 = 2.....	\$100
43	801 – 1200 = 3.....	\$100
44	1201 – 1600 = 4.....	\$100
45	1601 – 2000 = 5.....	\$100
46	2001 – 2400 = 6.....	\$100

2005-2006

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Literary Magazine Advisor (High School).....	\$655
National Honor Society Advisor (High School).....	\$400
National Junior Honor Society Advisor (Middle School).....	\$200
Newspaper Advisor (High School)	\$735
Newspaper Advisor (Middle School).....	\$420
Student Council Sponsor (High School).....	\$1,000
Student Council Sponsor (Middle School)	\$600
Yearbook Advisor (High School).....	\$970
Yearbook Advisor (Middle School).....	\$540
Yearbook Advisor (Elementary School)	\$370
Vocational/Technical Club Sponsor (Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.) (High School 1 per-school).....	\$605

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

1

2 **ARTS**

3

4

Art Director..... \$300

5

6

Assistant Band Director (High School Only)..... \$755

7

8

Band Director

9

High School

10

Tier A..... \$2,000

11

Tier B \$2,500

12

Tier C.....\$3,000

13

Middle School

14

Tier A\$800

15

Tier B \$1,100

16

Tier C\$1,500

17

18

Choral Director:

19

High School

20

Tier A.....\$800

21

Tier B.....\$1,100

22

Tier C.....\$1,500

23

Middle School

24

Tier A..... \$545

25

Tier B.....\$900

26

27

Dance (Arts Schools Only)

28

Elem.....\$500

29

Middle.....\$1,000

30

High \$1,500

31

32

Director of Drama (High School)

33

Tier A\$900

34

Tier B..... \$1,200

35

Tier C \$1,500

36

37

Director of Drama (Middle School) \$600

38

39

Director of Drama (Elementary School)\$245

40

41

Elementary Music Director\$500

42

43

Orchestra & Strings Teacher

44

45

Strings Director

46

Tier A\$870

47

Tier B \$1,200

1 ATHLETICS

2005-2006

2
3 HIGH SCHOOL

4
5 Athletic/Activities Director..... \$3,638

6
7 Baseball..... \$2,205

8 Assistant Baseball.....\$1,544

9
10 Basketball..... \$2,315

11 Assistant Basketball..... \$1,544

12
13 Cheerleading (one supplement for each season – fall, winter)

14 Varsity \$1,134

15 Junior Varsity.....\$793

16 9th Grade.....\$683

17
18 Cross-Country.....\$1,271

19
20 Football:

21 Regular Season..... \$3,035

22 Spring Practice.....\$1,050

23
24 Assistant Football

25 Regular Season.....\$1,874

26 Spring Practice.....\$593

27
28 Golf.....\$1,271

29
30 Soccer.....\$2,205

31 Assistant Soccer.....\$1,544

32
33 Softball.....\$2,205

34 Assistant Softball.....\$1,544

35
36 Swimming.....\$2,205

37
38 Tennis.....\$1,271

39
40 Track.....\$2,205

41 Assistant Track.....\$1,544

2005-2006

Trainer (two for each season – fall, winter, spring)
(one for one additional season)

Level I First Responder.....	\$1,300
Level II Athletic Trainer	\$1,500

(All trainers must meet the qualifications found in 1012.48 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.) TALC provision 15.04 does not apply to the Athletic Trainer position.

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

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

MIDDLE SCHOOL

District Intramural Athletic Director (1).....	\$3,300
--	---------

Intramural Director	\$2,030
---------------------------	---------

Intramural	Assistant	Director
.....	\$970	

Head Coach	\$630
(Boys Basketball, Girls Basketball, Boys Soccer, Girls Soccer, Boys Track, Girls Track, Boys Volleyball, Girls Volleyball, Cross-Country, Golf and Tennis)	

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

1 SPECIAL INSTRUCTIONAL*

2005-2006

2

3

4 Agriculture Teacher.....\$1,285

5

6 Curriculum/Technology Specialist (Elementary School)\$880

7

8 Detention Center Teacher \$665

9

10 ESE Teacher (excluding Speech-Language Pathologist) \$700

11

12 Hospital Home Testing Coordinator.....\$1000

13 School Counselor \$810

14

15 Resource Teacher, Environmental Education Center \$1,045

16

17 ROTC Instructor \$665

18

19 School Psychologist \$2,500

20

21 School Social Worker \$1,820

22

23 Speech-Language Pathologist \$1,575

24 with Certificate of Clinical Competency.....\$175

25

26 Teacher-on-Special-Assignment \$1,325

27

28 **Supplements are attached to these positions.*

29

APPENDIX C

**THE TEACHERS ASSOCIATION OF LEE COUNTY (TALC)
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM**
(See Article 4 for details)

Name of person(s) filing grievance: _____

School/Department: _____ Job Classification: _____

Address: _____ Home Phone: _____

Name of person grievance filed with: _____

A. Date cause of grievance occurred: _____

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

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

D. Relief sought:

Signature of Grievant

Date of Filing

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

Signature of immediate Supervisor

Date of Response

Name of Counsel or Union Representative: _____

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

THE SCHOOL DISTRICT OF LEE COUNTY
FINAL ASSESSMENT

TEACHER

Name _____ Soc. Sec. No. _____ Sch. Yr. _____ Position/Grade Level or Subject _____ School/Department _____

E = Exceeds Expectations
M = Meets Expectations
B = Below Expectations*
N = Not Targeted for Assessment

Criteria marked B require additional documentation. The assessor is encouraged to supplement this form with narrative comments below or as an attachment describing examples of exceptional performance.

INDICATORS/ACCOMPLISHED PRACTICE

- | | E | M | B | N |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| <p>1. Diversity
Uses teaching and learning strategies that reflect each student's culture, learning styles, special needs, and socioeconomic background.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>2. Assessment
Uses assessment strategies (traditional and alternate) to assist the continuous development of the learner.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3. Planning
Plans, implements, and evaluates effective instruction in a variety of learning environments.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>4. Human Development & Learning
Uses an understanding of learning and human development to provide a positive learning environment which supports the intellectual, personal, and social development of all students.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Learning Environments
Creates and maintains a positive learning environment which fosters active engagement in learning, social interaction, cooperative learning and self-motivation.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>6. Communication
Uses effective communication techniques with students and all other stakeholders.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>7. Critical Thinking
Uses appropriate techniques and strategies which promote and enhance critical, creative, and evaluative thinking capabilities of students.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>8. Technology
Uses appropriate technology in teaching and learning processes.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>9. Role of the Teacher
Works with various education professionals, parents, and other stakeholders in the continuous improvement of the educational experiences of students.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>10. Continuous Improvement
Engages in continuous professional quality improvement for self and school.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>11. Subject Matter
Demonstrates knowledge and understanding of the subject matter.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>12. State, School & District Requirements
Adheres to the Code of Ethics of the Education Profession in Florida and meets all school and district policy requirements.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

Assessor's Signature _____ Date _____

Teacher's Signature _____ Date _____
(My signature does not necessarily imply agreement with the assessment, but acknowledges that I have discussed it with the assessor.)

The School District of Lee County
PROFESSIONAL DEVELOPMENT PLAN

Teacher Name _____ Signature _____ Date _____ School _____

Administrator Name _____ Signature _____ Date _____

Goal (s) Statement (Based on Student Achievement Needs and Accomplished Practices)	Strategies	Documentation Methods	Dates

END-OF-YEAR OUTCOMES:

(Attach additional page if necessary)

ORIGINAL: Personnel CANARY: Assessor PINK: Teacher

MIS 777 S(8/99)A

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