TALC

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

Contract

FY19 (2018-2019 School Year)
FY20 (2019-2020 School Year)
FY21 (2020-2021 School Year)

APRIL 2019

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PREAMBLE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

(7) WORKPLACE: "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.

(8) INVOLUNTARY TRANSFER: A teacher who is transferred from one school building or site to another.

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

(10) REASSIGNMENT: A teacher who is moved within a school.

ARTICLE 1 – PARTIES TO AGREEMENT

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

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

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

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

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

2.01 – INSTRUCTIONAL STAFF: 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.

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

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

(3) Personal and Academic Freedom: 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. 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.

2.02 – MANAGEMENT: 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– ASSOCIATION

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

(2) School Board: 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.

(3) Posting: 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 Article 2.03(5) on bulletin board space exclusively assigned to the Association for this purpose by the principal of each school. Such notices shall consist of time, date and place at which a meeting will be held. The Association shall provide a copy of each notice to the principal or his/her designee prior to each meeting.

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

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

(6) Association Leave: The president of the Association and/or his/her designee may be allowed to take up to a total of forty (40) days leave per year to conduct necessary Association business

provided written request thereof is submitted in advance to the Superintendent. The full cost of the certified substitute rate of pay shall be paid by the Association for each day of Association leave requested when the leave request is processed. No more than ten (10) days may be used by any one person.

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

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

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

(8) Public Records: Upon receipt of a written request identifying each specific public record desired by the Association, the Board shall make available such public records as defined by Florida Statutes 119, 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 Florida Statutes 119.

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

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

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

ARTICLE 3 – NEGOTIATION PROCEDURES

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

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

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

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

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

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

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

ARTICLE 4 – GRIEVANCE PROCEDURE

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

(1) 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.

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

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

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

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

4.03 - FILING

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

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

present.

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

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

4.04 - HEARINGS

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

(2) Formal Grievance

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

(b) Level II: The Superintendent shall meet with the grievant and his/her legal counsel or Association representative if the grievant so chooses, within seven (7) working days of the date of filing, and attempt to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the grievant, the immediate supervisor, and to the Association. In the event the grievant is not satisfied with the disposition of the grievance at Level II, or if no disposition has been made within the time limits as provided

in Level II, the grievant, with the approval from and representation by the Association, may submit the grievance to arbitration or voluntary mediation in accordance with the rules of the American Arbitration Association.

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

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

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

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

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

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

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

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – CONTRACT STATUS AND REAPPOINTMENT

(1) Probationary and Annual Contract

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

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

(2) Certification: Obtaining or maintaining professional certification.

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

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

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

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

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

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

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

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

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

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

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

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

(d) Reversal of Non-Reappointment Recommendation: The District may reverse an administrator's recommendation for non-reappointment and recommend that an employee be reappointed at the same school or another location.

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

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

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

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

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

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

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

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

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

(2) Seniority List: The District shall develop and maintain a seniority list based on the continuous years of service to the District while on probationary, annual, continuing or professional service contract. The list shall include the hire date which shall be the first day of duty under annual, continuing or professional service 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 by March 1 of each year. Teachers shall have access to the seniority list upon request to the principal or immediate supervisor.

5.03 – TRANSFER

(1) Voluntary Transfer

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

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

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

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

(2) Superintendent Approval: 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. At this time, the teacher may also submit a letter of explanation for requesting the transfer, to be reviewed by the Superintendent or designee.

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

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

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

(2) Involuntary Transfer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notification

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

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

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

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

(7) Recall

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

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

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

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

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

5.05 – ASSIGNMENT OF DUTIES

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

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

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

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

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

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

5.06 – EMPLOYMENT OPPORTUNITIES

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

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

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

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

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

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

(4) Compensation

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

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

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

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

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

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

(c) Summer School/Extended School Year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.08 – WORKER'S COMPENSATION

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

(2) Alternate Duty

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

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

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

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

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

(f) Application Upon Completion: Once employees are deemed "trained" by the

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 – WORKING CONDITIONS

6.01 - PHYSICAL FACILITIES

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

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

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

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

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

6.02 - PROTECTION OF PERSON

(1) Student Discipline: The teacher's responsibility for the control and direction of students shall be exercised throughout the campus of each school and is not limited to a specific group of children or classroom. When in the judgment of the teacher a student requires the attention of the principal

or other school or District staff specialist, the teacher shall so inform the principal or 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.

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

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

(4) Assault: Any case of assault upon a teacher which occurs in the line of duty shall promptly be reported to the principal. The District shall provide legal advice to the teacher concerning 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) Legal Proceedings: Time for appearance before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.

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

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

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

(6) Nursing Mothers: Protections shall be granted to nursing mothers in accordance with applicable state and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided with reasonable break time to express breast milk for one year after a child's birth. The District will provide a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public, which may be used by an employee to

express breastmilk. Employees must keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. Nursing mothers who feel they have been denied appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the limits of applicable state and federal law.

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

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

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

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

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

(2) Notice of Conviction: 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) Program Participation: 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) Failure to Participate: 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) District Action: take appropriate personnel action against such an employee, up to and including termination.

(3) Reasonable Suspicion Testing: No employee shall be required to submit to drug or alcohol testing without reasonable suspicion except as otherwise required by law or this agreement. All

drug and alcohol testing shall be conducted in accordance with District policy and procedures for drug and alcohol testing.

(4) Exemptions

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

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

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

ARTICLE 7 – WORK SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Non-Standard Work Day:

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

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

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

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

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

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

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

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

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

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

(a) Sign-In and Sign-Out Procedures: Teachers shall indicate their presence for duty upon arrival each day by personally signing in electronically to Lee Clock. Instructional staff

may leave their school or other scheduled duty area during the work day only with the approval of their principal or other immediate supervisor.

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

(a) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.04 - CHANGES IN SCHEDULE

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

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

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

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

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

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

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

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

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

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

(4) Requests: Full time twelve (12) month employees in the TALC bargaining unit will submit vacation requests between January 1 and March 10. Each supervisor shall develop and post a vacation schedule by March 31. Requests for vacation will be granted based on seniority. The supervisor may deny vacation requests that disrupt the operation of the school or department.

Vacation requests received after March 10 will be considered on a first-come first-served basis and should be responded to within 10 business days. Supervisors shall respond in PeopleSoft with a specific reason for denial if a vacation request is not granted. Previous approval of vacation requests may be revoked should an emergency arise at the worksite. An appeal of revocation of a previously approved vacation request may be made to the Superintendent or Superintendent's Designee. All requests shall be entered into PeopleSoft by the supervisor or his or her designee. If the supervisor chooses, he or she may request that the employee enter the request into PeopleSoft.

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

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

ARTICLE 8 – PERFORMANCE EVALUATION

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

8.02 – PROCEDURE

(1) New Hires and Probationary Contract: A Performance Evaluation must be conducted twice (mid-year and final) for a newly hired teacher in the first year of teaching in the school district. For the purposes of this Article, newly hired means a person that has never taught in the School District of Lee County. Each Probationary 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.

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

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

(4) Formal Observations: All formal observations shall be reduced to writing or provided in electronic format 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, written or electronic, 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. 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.

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

following the administrator's completion of the Final Performance Evaluation.

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

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

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

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

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

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

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

8.03 – MENTORING

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – DISCIPLINARY PROCEDURES

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

(1) Right to Representation: If an employee has a reasonable belief that discipline or adverse consequences may result from a meeting with management, the employee has the right to request representation of his or her choice from the list below. Management is not required to inform the employee of his or her Weingarten Rights; it is the employee's responsibility to know his or her rights and make the request. Such meetings shall take place in private. Management shall recognize the following individuals as acceptable representatives of the employee: the employee's attorney, a union representative, or a coworker that is a member of the bargaining unit.

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

9.03 – REWRITE: The TALC Labor/Management Committee will bring a recommendation to the bargaining teams for consideration in FY20 (2019-2020 school year) that includes a clear and concise re-write of Article 9 (Disciplinary Procedures).

ARTICLE 10 – COMPENSATION

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

(1) Starting Salary:

(a) Starting Salary Schedule: Effective July 1, 2019, the District will adopt a Starting Salary Schedule with a minimum base salary of $40,500.00. A maximum of twenty (20) years of experience credit at a value of $500.00 per year will count toward starting salary.

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

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

(a) In-State Experience: All years' experience in Florida public school districts shall be recognized for salary credit.

(b) Out-of-State Experience: 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.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Military Experience:

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

(b) Hired in FY94 (1993-1994 school year) or after: Salary for JROTC instructors initially employed after July 1, 1993, shall be calculated as follows:

(1) Changes in Compensation: The amount paid in the last full month of employment for the previous year, annualized based on the contract year of the individual employee plus, an amount equal to the increase on the appropriate salary schedule as negotiated for teachers.

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

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

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

10.02– SALARY SCHEDULES

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

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

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

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

(3) Differential Pay

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

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

(1) Turnaround School Supplement: A supplement of $5,000.00 is available for all instructional staff assigned to East Lee County High, Manatee Elementary, Ray V. Pottorf Elementary, Fort Myers Middle Academy, and Colonial Elementary for FY18 (2017-2018 school year) and FY19 (2018-2019 school year). A supplement of $4,000.00 is available for all instructional staff assigned to East Lee County High, Manatee Elementary, Ray V. Pottorf Elementary, Fort Myers Middle Academy, Colonial Elementary, James Stephens International Academy, and Mirror Lakes Elementary for FY20 (2019-2020 school year) and FY21 (2020-2021 school year).

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

10.03 - INCENTIVE AND BONUS PROGRAMS

(1) Reading Endorsement: Teachers who obtain their reading endorsement after July 1, 2006, and teach an intensive reading course at the secondary level (middle and high school) shall be eligible for a supplement of $500.00. Determination of an assignment in intensive reading shall be made through course identification in accordance with the Florida Course Code Directory or by the principal.

(2) Certification in a Core Academic Subject

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

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

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

10.04 – NON-STANDARD RATE OF PAY

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

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

(3) Professional Development

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

(b) Attending a Voluntary Training: Teacher participation in voluntary workshops or inservice training outside the school year may be paid a Voluntary Training Stipend of $15.00 per hour of training.

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

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

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

(c) Elementary Teachers

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

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

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

10.05– PAY DELIVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) FY19 (2018-2019 school year): Instructional staff, employed by the District on the date of ratification of this agreement, will be eligible for an FY19 (2018-2019 school year) salary increase. Increases in base salary for FY19 will be effective May 31, 2019 and employees will receive a prorated amount retroactive to January 1, 2019.

(1) FY18 Career Ladder Movement – Eligible: Instructional staff who are employed by the District at the time of ratification and who are eligible for the FY18 Career Ladder Movement will receive an increase in base salary of $2,400.00 if they received an FY18 Final Performance Evaluation rating of "Highly Effective" and $1,800.00 if they received an FY18 Final Performance Evaluation rating of "Effective."

(2) FY18 Career Ladder Movement – Ineligible: Instructional staff who are employed by the District at the time of ratification and who are not eligible for the FY18 Career Ladder Movement will receive an increase in base salary of $1,400.00 if they received an FY18 Final Performance Evaluation rating of "Highly Effective" and $800.00 if they received an FY18 Final Performance Evaluation rating of "Effective."

(b) FY20 (2019-2020 school year): Instructional staff, employed by the District on the date of payment, will be eligible for an FY20 (2019-2020 school year) salary increase. Increases in base salary for FY20 will be effective following the receipt of student performance data with a tentative disbursement date in December 2019 and employees will receive a prorated amount retroactive to July 1, 2019 with the remainder to be evenly divided among remaining paychecks for FY20.

(1) FY19 Career Ladder Movement – Eligible: Instructional staff who are employed by the District at the time of ratification and who are eligible for the FY19 Career Ladder Movement will receive an increase in base salary of $2,400.00 if they received an FY19 Final Performance Evaluation rating of "Highly Effective" and $1,800.00 if they received an FY19 Final Performance Evaluation rating of "Effective."

(2) FY19 Career Ladder Movement – Ineligible: Instructional staff who are employed by the District at the time of ratification and who are not eligible for the FY19 Career Ladder Movement will receive an increase in base salary of $1,400.00 if they received an FY19 Final Performance Evaluation rating of "Highly Effective" and $800.00 if they received an FY19 Final Performance Evaluation rating of "Effective."

(2) Starting Salary Schedule: Following all other FY20 (2019-2020 school year) salary increases, instructional staff who are employed by the District at the time of ratification and have a base salary below the FY20 Starting Salary Schedule will receive a salary increase to the newly established minimums in accordance with the FY20 Starting Salary Schedule. Salary increases will be based upon Creditable Years of Experience on record with the District as of the date of payment for FY20 (2019-2020 school year) and will be retroactive to July 1, 2019._Eligible employees of comparable classes will receive a salary increase to the same amount, with no distinction to be made regarding salary schedule.

(3) Instructional Supplements: Eligible instructional staff will receive an increase in pay in accordance with the FY20 Instructional Supplement Salary Schedule effective July 1, 2019.

ARTICLE 11 – BENEFITS

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

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

11.02 – FLEX CREDITS: Effective April 1, 2019, the Board shall contribute $7,360.80 into Flex Credits for each employee who is enrolled in Board-Provided Benefits.

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

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

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

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

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

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

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

11.05 – OPTION TO DECLINE BENEFITS: Employees who can verify evidence of medical insurance coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall receive $25 per paycheck (24 pay periods) or $30 per paycheck (20 pay periods) of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer).

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

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

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

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

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

ARTICLE 12 – LEAVE

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

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

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

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

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

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

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

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

12.02 - TYPES OF LEAVE:

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

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

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

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

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

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

(e) Conditions for Sick Leave

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

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

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

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

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

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

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

(a) Return: Return to work

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

(c) Resignation: Resign.

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

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

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

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

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

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

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

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

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

duty leave, the following conditions must be met:

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

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

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

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

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

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

(b) Personal Leave Charged to Sick Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Return: return to work,

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

(c) Resign: resign

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

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

(a) Return: return to work,

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

(c) Resign: resign

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

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

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

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

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

upon filing an official request for reimbursement.

(8) Extended Professional Leave:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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12.04-TERMINAL PAY BENEFITS

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

(a) Retirement: normal retirement or early retirement;

(b) Disability: disability retirement;

(c) Termination: termination.

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

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

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

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

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

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

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

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

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

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

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

(b) Termination of Plan Participation: Bargaining Unit Participation in the Plan maybe terminated with the approval of the Association and the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Exemption: Donated sick leave cannot be used by the recipient for the purpose of

terminal pay.

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

12.07 – REWRITE: The TALC Labor/Management Committee will bring a recommendation to the bargaining teams for consideration in FY20 (2019-2020 school year) that includes a clear and concise re-write of Article 12 (Leave).

ARTICLE 13 – PARTICIPATORY DECISION MAKING

13.01 – CONCEPT: Providing instructional staff with opportunities to participate in the decision making process has a positive impact on employee retention, especially whenever there is a potential impact to the work being done in the classroom, school, or department. The interest based process and good faith efforts to maintain a collaborative relationship through bargaining related committees reduces the likelihood of labor disputes allowing all staff the ability to focus on student achievement.

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

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

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

(1) District and Site-Based Committees: The creation or elimination of bargaining related committees may be done with the approval of the TALC Labor/Management Committee or the bargaining teams. The TALC Labor/Management Committee shall assist in scheduling bargaining related committee meetings and shall make every reasonable effort to avoid scheduling meetings during student contact time, while recognizing the need in some instances to meet during the regularly scheduled work day. The TALC Labor/Management Committee is responsible for the appointment of members to all District-Based Committees, with each side having the final say in the appointment of members to represent their interests. The TALC Labor/Management Committee shall review the parameters for site-based participatory decision making.

13.03 – DISTRICT-BASED COMMITTEES:

(1) Insurance Task Force: The Insurance Task Force is a standing committee that meets on a regularly scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The Insurance Task

Force shall review existing insurance programs and workers' compensation issues. The Insurance Task Force will explore alternatives, improvements, changes, and specifications to the existing insurance programs. In order to be implemented, any committee recommendations that alter articles of this agreement or any of the medical plan benefit description documents shall be incorporated by reference in the agreement after they have been ratified by both the Board and the Association.

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

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

(3) Instructional Calendar Committee: The Instructional Calendar Committee is a standing committee that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of twenty four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from labor, with equal representation for each association representing an affected bargaining unit. The Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC Labor/Management Committee. Any committee recommendations that alter the articles of this agreement shall be incorporated by reference in the agreement after they have been ratified by both the Board and the Association.

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

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

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

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

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

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

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

13.05 – WAIVER OF CONTRACT LANGUAGE

(1) Request: The Instructional Leadership Committee at any site may request a waiver of contract language in Article 5 (General Employment Practices), Article 6 (Working Conditions), and Article 7 (Work Schedule). All other articles shall not be altered, modified, or deviated from

without the express written consent of TALC and the District. Any alternation, modification, or deviation shall be memorialized in a Memorandum of Understanding. Requests for a waiver of contract language shall be made to the TALC Labor/Management Committee.

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

ARTICLE 14 – DURATION AND ACCEPTANCE

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

14.02 – SCOPE: The parties acknowledge that during the negotiations that 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. The parties acknowledge that the understandings and agreements arrived at, after exercise of that right and opportunity, are set forth and solely embodied in this Agreement. The parties agree, therefore, that they 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.

14.03 – DURATION: The duration of this agreement is three (3) years: FY19 (2019-2020 school year), FY20 (2019-2020 school year), and FY21 (2020-2021 school year).

(1) Re-opener: The parties agree to commence negotiations of a re-opener no later than March 1, 2020.

(2) Successor Agreement: The parties agree to commence negotiations for a successor agreement no later than June 30, 2021.

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

14.04 – MODIFICATION: 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.

14.05 – SEVERABILITY: If any article of this Agreement is declared illegal by a court of competent jurisdiction or as a result of a change in state or federal law, the parties shall meet as soon as practicable to modify the article to the extent necessary to bring it into legal compliance. The remaining articles shall remain in full force and effect for the duration of this Agreement.

14.06 - EXPIRATION This Agreement, together with all the terms, conditions and effects thereof, shall expire on June 30, 2021, and in no event shall any other articles of this Agreement contravene the expiration of this Agreement.

FY19, FY20, FY21 TALC Collective Bargaining Agreement

This Agreement between the School District of Lee County and The Teacher's Association of Lee County is signed this 23rd day of April, 2019.

The Teacher's Association of Lee County

4/24/19

Kevin Daly — Date
President, The Teacher's Association of Lee County

4/24/19

Kerr Fazzone, Ph. D. — Date
Chief Negotiator

The School District of Lee County

4/24/19

Gwynetta S. Gittens — Date
School Board Chair

4/24/19

Gregory K. Adkins, Ed. D. — Date
Superintendent

4/24/19

Angela J. Pruitt, Ph.D. — Date
Chief Negotiator

APPROVED
APR 23 2019
SCHOOL BOARD OF LEE COUNTY

Island Coast-FEA

Affiliated with the Florida Education Association
6830 International Center Blvd.
Fort Myers, FL 33912
(239) 275-8252 office (239) 275-7829 fax

SPALC ☐

TALC ☐

School or Work Site		
Social Security Number		
XXX	**XX**	
District Identification # (DID)		

First Name	**M.I.**	**Last**
Address	**City & State**	**Zip**
Home Phone	**Cell**	**Personal Email**
Work Email:	***@leeschools.net***	

Position	***Date of birth***	***Gender (circle)***	***Ethnicity***
	/ /	***Male / Female***	

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

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

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM

Grievant(s): _____
School/Department: _____
Job Classification: _____

Grievance Filed With: _____
Counsel/Union Representative: _____

Date of Action Causing Grievance: _____
Date Filed: _____
Hearing Held: _____

Article(s) Grieved: _____

Statement of Grievance by the Grievant(s):

_____
_____
_____
_____
_____
_____

Relief Sought:

_____
_____
_____
_____
_____
_____

Disposition:

_____
_____
_____
_____
_____
_____

_____ _____
Signature of Grievant or Representative **Date**

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

INSTRUCTIONAL POSITIONS

Position	JDE	Work Year	Pay Grade	Last Action
Advisor				
Advisor, Financial Aid	A-7.01	255	Instructional	11/07/2018
Analyst				
Board-Certified Behavior Analyst	A-13.09	196	Instructional	12/11/2018
Coaches				
Coach, Literacy	C-30.02	196	Instructional	12/11/2018
Coach, Literacy (District)	C-30.04	206	Instructional	12/11/2018
Coach, Mathematics	C-30.01	196	Instructional	12/11/2018
Coach, Mathematics (District)	C-30.05	206	Instructional	12/11/2018
Coach, Science	C-30.03	196	Instructional	11/07/2018
Counselor				
School Counselor	C-51.01	196, 201	Instructional	12/11/2018
Dean				
Dean, Student Discipline	D-1.11	196	Instructional	12/11/2018
Nurse				
School Nurse	N-1.01	196	Instructional	12/11/2018
Pathologist				
Speech-Language Pathologist	S-11.58	196	Instructional	12/11/2018
Psychologist				
School Psychologist	S-8.03	196	Instructional	12/11/2018
Social Worker				
School Social Worker	P-16.03	196	Instructional	12/11/2018
Specialists				
Specialist, Behavior	S-11.56	196	Instructional	11/07/2018
Specialist, Career	S-11.04	196	Instructional	11/07/2018
Specialist, Coaching (District)	S-11.69	196	Instructional	12/11/2018
Specialist, Content (District)	S-11.77	226	Instructional	12/11/2018
Specialist, Education (Primary)	S-11.07	196	Instructional	11/07/2018
Specialist, Exceptional Student Education (Child Find)	S-11.46	216	Instructional	11/07/2018
Specialist, Exceptional Student Education (Florida Inclusion Network)	S-11.72	196	Instructional	11/07/2018
Specialist, Exceptional Student Education (Parent Services)	S-11.48	216	Instructional	11/07/2018
Specialist, Exceptional Student Education (Professional Development)	S-11.47	216	Instructional	11/07/2018
Specialist, Exceptional Student Education (Staffing)	S-11.38	196	Instructional	11/07/2018
Specialist, Learning Resource	S-11.65	196	Instructional	11/07/2018
Specialist, Media	S-11.02	196	Instructional	11/07/2018
Specialist, Prevention (Teacher on Assignment)	S-11.67	196	Instructional	12/11/2018
Specialist, Program (Title I)	P-12.10	196	Instructional	11/07/2018
Specialist, Reading	S-11.19	196	Instructional	11/07/2018
Specialist, Student Enrollment (Program Placement)	S-11.75	255	Instructional	11/07/2018
Specialist, Support (District Intervention)	S-11.33	196	Instructional	03/26/2019
Specialist, Support (School Intervention)	S-11.70	196	Instructional	11/07/2018
Specialist, Technology	S-11.49	226	Instructional	11/07/2018

Position	JDE	Work Year	Pay Grade	Last Action
Teachers				
Teacher, Classroom	T-1.04	196, 201, 206, 216, 226, 255	Instructional	11/07/2018
Teacher, Exceptional Student Education (Separate Classroom/Self-Contained)	T-1.03	196	Instructional	01/22/2019
Teacher, Learning and Leadership	T-1.16	226	Instructional	12/11/2018
Teacher, Peer Collaborative	T-1.17	196	Instructional	12/11/2018
Teacher, Professional Development Resource	T-1.02	196	Instructional	11/07/2018
Teacher, Transformation	T-1.18	196	Instructional	12/11/2018
Teacher, Virtual Education	T-1.12	196	Instructional	11/07/2018
Teacher on Assignment (District)	T-1.09	196, 201, 206, 226, 255	Instructional	01/22/2019
Therapists				
Occupational Therapist	T-16.05	196	Instructional	11/07/2018
Physical Therapist	T-16.06	196	Instructional	11/07/2018
Trainer				
Athletic Trainer	T-16.03	196	Instructional	11/07/2018

INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE						
Supplement amounts are calculated by multiplying the index by the minimum base salary. The minimum base salary is $40,000.00 for FY19 (2018-2019 school year) and $40,500.00 for FY20 (2019-2020 school year).						
All schools will receive exactly one supplement for each position unless indicated otherwise.						
ASSESSMENT		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
Testing Coordinator (1) Includes Hospital Homebound						
	1 - 500 Students	Yes	S-35.57	3.00%	$1,200.00	$1,215.00
	501 - 1,000 Students	Yes	S-35.57	3.50%	$1,400.00	$1,417.50
	1,001 - 1,500 Students	Yes	S-35.57	4.00%	$1,600.00	$1,620.00
	1501+ Students	Yes	S-35.57	5.50%	$2,200.00	$2,227.50
Assistant Testing Coordinator						
	501-1000 Students = 1 Assistant Testing Coordinator	Yes	S-35.67	2.50%	$1,000.00	$1,012.50
	1001-1500 Students = 2 Assistant Testing Coordinators	Yes	S-35.67	2.50%	$1,000.00	$1,012.50
	1501+ Students = 3 Assistant Testing Coordinators	Yes	S-35.67	2.50%	$1,000.00	$1,012.50
COMMUNICATIONS		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
Communications Contact Person (1)		Yes	S-35.62	1.00%	$400.00	$405.00
CURRICULUM		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
Agriculture Teacher		No	-	3.20%	$1,285.00	$1,296.00
Department of Juvenile Justice (All Locations)		No	-	1.66%	$665.00	$672.30
Specialist, Technology (Elementary)		No	S-11.49	2.20%	$880.00	$891.00
DISTRICT WIDE - SECONDARY						
District Subject Area Specialist (1)						
	English/Language Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Reading	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Social Studies	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Mathematics	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Health & Physical Education	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	World Languages	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Science	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Visual Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Performing Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
DISTRICT WIDE - ELEMENTARY						
District Subject Area Specialist (1)						
	English/Language Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Reading	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Social Studies	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Mathematics	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Health & Physical Education	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	World Languages	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Science	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Visual Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00
	Performing Arts	Yes	S-35.32	6.00%	$2,400.00	$2,430.00

ACADEMIC ENRICHMENT		Career Ladder	JDE	Index	F19 Amount	FY20 Amount
DISTRICT WIDE						
District Elementary Science Expo Director (1)		Yes	S-35.09	3.50%	$1,400.00	$1,417.50
District Inventors Fair Director (1)		Yes	S-35.10	3.50%	$1,400.00	$1,417.50
District Science Fair Director (1)		Yes	S-35.31	3.50%	$1,400.00	$1,417.50
Environmental Education (EE) Field Event Instructor (1)		Yes	S-35.60	2.60%	$1,045.00	$1,053.00
Faculty Environmental Education (EE) Coordinator (1)						
	1-20 full-time instructional units per	Yes	S-35.37	1.00%	$400.00	$405.00
	21+ full time instructional units per	Yes	S-35.37	1.50%	$600.00	$607.50
HIGH SCHOOL						
Academic Competition Coach						
	Mathematics	Yes	S-35.01	2.00%	$800.00	$810.00
	Science	Yes	S-35.01	2.00%	$800.00	$810.00
	Social Studies	Yes	S-35.01	2.00%	$800.00	$810.00
	Language Arts	Yes	S-35.01	2.00%	$800.00	$810.00
	World Languages	Yes	S-35.01	2.00%	$800.00	$810.00
	Forensics	Yes	S-35.01	2.00%	$800.00	$810.00
	Non-Departmental	Yes	S-35.01	2.00%	$800.00	$810.00
Assistant Academic Competition Coach (1)		Yes	S-35.01	1.00%	$400.00	$405.00
School-Based Science Fair Director (1)		Yes	S-35.51	1.50%	$600.00	$607.50
MIDDLE SCHOOL						
Academic Competition Coach						
	Mathematics	Yes	S-35.01	2.00%	$800.00	$810.00
	Science	Yes	S-35.01	2.00%	$800.00	$810.00
	Social Studies	Yes	S-35.01	2.00%	$800.00	$810.00
	Language Arts	Yes	S-35.01	2.00%	$800.00	$810.00
	World Languages	Yes	S-35.01	2.00%	$800.00	$810.00
	Forensics	Yes	S-35.01	2.00%	$800.00	$810.00
	Non-Departmental	Yes	S-35.01	2.00%	$800.00	$810.00
School-Based Science Fair Director (1)		Yes	S-35.51	1.50%	$600.00	$607.50
ELEMENTARY SCHOOL						
Academic Competition Coach (4)		Yes	S-35.01	1.50%	$600.00	$607.50
School-Based Science Fair Director (1)		Yes	S-35.51	1.00%	$400.00	$405.00
LEADERSHIP		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
ALL LEVELS						
Administrative Designee		Yes	S-35.03	1.00%	$400.00	$405.00
School Improvement Plan (SIP) Coordinator (1) (if elected)		Yes	S-35.50	1.50%	$600.00	$607.50
Teacher-on-Special-Assignment		No	-	3.30%	$1,325.00	$1,336.50
Team Leader - School Psychologists						
	East Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
	South Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
	West Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
Team Leader - School Social Workers						
	East Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
	South Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
	West Zone (1)	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
HIGH SCHOOL						

Department Chairperson (1) Based on number of full-time instructional units per department. Five sections are equal to one full-time instructional unit.						
	1-3 units	Yes	S-35.24	2.00%	$800.00	$810.00
	4-6 units	Yes	S-35.24	2.50%	$1,000.00	$1,012.50
	7-9 units	Yes	S-35.24	3.00%	$1,200.00	$1,215.00
	10+ units	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
MIDDLE SCHOOL						
Department Chairperson (1) Based on number of full-time instructional units per department. Five sections are equal to one full-time instructional unit.						
	1-3 units	Yes	S-35.24	2.00%	$800.00	$810.00
	4-6 units	Yes	S-35.24	2.50%	$1,000.00	$1,012.50
	7-9 units	Yes	S-35.24	3.00%	$1,200.00	$1,215.00
	10+ units	Yes	S-35.24	3.50%	$1,400.00	$1,417.50
Team Leader (1)						
	1-3 units	Yes	S-35.56	2.00%	$800.00	$810.00
	4-6 units	Yes	S-35.56	2.50%	$1,000.00	$1,012.50
	7-9 units	Yes	S-35.56	3.00%	$1,200.00	$1,215.00
	10+ units	Yes	S-35.56	3.50%	$1,400.00	$1,417.50
ELEMENTARY SCHOOL						
Grade-Level Chairperson: Based on number of full-time instructional units per grade level *Excluding:* School Counselor, ESE, etc.						
	Kindergarten	Yes	S-35.39	2.00%	$800.00	$810.00
	First Grade	Yes	S-35.39	2.00%	$800.00	$810.00
	Second Grade	Yes	S-35.39	2.00%	$800.00	$810.00
	Third Grade	Yes	S-35.39	2.00%	$800.00	$810.00
	Fourth Grade	Yes	S-35.39	2.00%	$800.00	$810.00
	Fifth Grade	Yes	S-35.39	2.00%	$800.00	$810.00
	Specials (1)	Yes	S-35.39	2.00%	$800.00	$810.00
PROFESSIONAL DEVELOPMENT		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective." + Paid upon verification of occupying position for duration of FY19 and FY20.						
Mentor Teacher* (Up to 2 Mentees)		Yes	S-35.65			$816.00
School Inservice Representative (SIR) (1)		Yes	S-35.52	1.00%	$400.00	$405.00
Teacher, Learning and Leadership*		No	T-1.16	25.00%	$10,000.00	$10,125.00
Teacher, Peer Collaborative *		No	T-1.17	25.00%	$10,000.00	$10,125.00
Teacher, Transformation* +		No	T-1.18	37.50%	$15,000.00	$15,187.50
SAFETY AND SECURITY*		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
*Supplements per school based on student enrollment.						
HIGH SCHOOL						
Safety and Security Supervisor						
	Up to 1,799 = 2	Yes	S-35.48	2.00%	$800.00	$810.00
	1,800+ = 3	Yes	S-35.48	2.00%	$800.00	$810.00
MIDDLE SCHOOL						
Safety and Security Supervisor						
	Up to 500 = 1	Yes	S-35.48	2.00%	$800.00	$810.00
	501 – 1,000 = 2	Yes	S-35.48	2.00%	$800.00	$810.00
	1,001+ = 3	Yes	S-35.48	2.00%	$800.00	$810.00

ELEMENTARY SCHOOL						
Safety and Security Supervisor						
	Up to 500 = 1	Yes	S-35.48	2.00%	$800.00	$810.00
	501 – 1,000 = 2	Yes	S-35.48	2.00%	$800.00	$810.00
	1,001+ = 3	Yes	S-35.48	2.00%	$800.00	$810.00
STUDENT SERVICES & EXCEPTIONAL STUDENT EDUCATION (ESE)		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
SPECIAL INSTRUCTIONAL						
ESE Teacher *Excluding:* Speech-Language Pathologist		No	-	2.50%	$1,000.00	$1,012.50
Occupational Therapist		No	T-16.05	18.50%	$7,400.00	$7,492.50
Physical Therapist		No	T-16.06	18.50%	$7,400.00	$7,492.50
School Counselor		No	C-51.01	3.50%	$1,400.00	$1,417.50
	Licensed Mental Health Counselor	No	-	1.50%	$600.00	$607.50
School Nurse (Registered Nurse only)		No	N-1.01	6.00%	$2,400.00	$2,430.00
School Psychologist						
	School Psychologist w/ NASP Certification	No	S-8.03	20.00%	$8,000.00	$8,100.00
	School Psychologist w/o NASP Certification	No	S-8.03	18.50%	$7,400.00	$7,492.50
	Licensed Psychologist	No	-	1.50%	$600.00	$607.50
School Social Worker						
	School Social Worker	No	P-16.03	4.55%	$1,820.00	$1,842.75
	Licensed Clinical Social Worker	No		1.50%	$600.00	$607.50
Speech-Language Pathologist						
	Speech-Language Pathologist w/ Certificate of Clinical Competency	No	S-11.58	20.00%	$8,000.00	$8,100.00
	Speech-Language Pathologist w/o Certificate of Clinical Competency	No	S-11.58	18.50%	$7,400.00	$7,492.50
ALL LEVELS						
Equity Coordinator (1)						
	1-20 full-time instructional units per school	Yes	S-35.34	1.00%	$400.00	$405.00
	21+ full-time instructional units per school	Yes	S-35.34	1.50%	$600.00	$607.50
ESOL Contact Person (1)						
	Student Contact: 0 - 175	Yes	S-35.36	2.00%	$800.00	$810.00
	Student Contact: 176 - 275	Yes	S-35.36	2.50%	$1,000.00	$1,012.50
	Student Contact: 276+	Yes	S-35.36	3.00%	$1,200.00	$1,215.00
MIDDLE SCHOOL						
Gifted Assessment Team (GAT) Contact Person (1) Starting in FY20		Yes	S-35.71	1.00%	$400.00	$405.00
Positive Behavior Support (PBS) Contact Person (1) Starting in FY20		Yes	S-35.72	1.00%	$400.00	$405.00
ELEMENTARY SCHOOL						
Exceptional Student Education (ESE) Contact Person (1)						
	1-3 full-time ESE instructional units per school	Yes	S-35.35	1.50%	$600.00	$607.50

	4-6 full-time ESE instructional units per school	Yes	S-35.35	2.00%	$800.00	$810.00
	7-9 full-time ESE instructional units per school	Yes	S-35.35	2.50%	$1,000.00	$1,012.50
	10+ full-time ESE instructional units per school	Yes	S-35.35	3.00%	$1,200.00	$1,215.00
Gifted Assessment Team (GAT) Contact Person (1)		Yes	S-35.71	1.00%	$400.00	$405.00
Positive Behavior Support (PBS) Contact Person (1)		Yes	S-35.72	1.00%	$400.00	$405.00
ACTIVITIES / CLUBS		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
STUDENT PUBLICATIONS						
HIGH SCHOOL						
Broadcast/Television Advisor (1)		Yes	S-35.15	1.00%	$400.00	$405.00
Literary Magazine Advisor (1)		Yes	S-35.46	2.00%	$800.00	$810.00
Newspaper Advisor (1)		Yes	S-35.46	2.00%	$800.00	$810.00
Yearbook Advisor (1)		Yes	S-35.59	3.00%	$1,200.00	$1,215.00
MIDDLE SCHOOL						
Newspaper Advisor (1)		Yes	S-35.46	1.50%	$600.00	$607.50
Yearbook Advisor (1)		Yes	S-35.59	1.50%	$600.00	$607.50
ELEMENTARY SCHOOL						
Yearbook Advisor (1)		Yes	S-35.59	1.00%	$400.00	$405.00
REGISTERED STUDENT ORGANIZATIONS						
HIGH SCHOOL						
Class Sponsor						
	Senior (1)	Yes	S-35.22	2.50%	$1,000.00	$1,012.50
	Junior (1)	Yes	S-35.22	2.50%	$1,000.00	$1,012.50
	Sophomore (1)	Yes	S-35.22	1.00%	$400.00	$405.00
	Freshman (1)	Yes	S-35.22	1.00%	$400.00	$405.00
Community Service Club Advisor (4)		Yes	S-35.23	1.00%	$400.00	$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor (1)		Yes	S-35.69	1.00%	$400.00	$405.00
Future Educators of America Sponsor (1)		Yes	S-35.38	2.50%	$1,000.00	$1,012.50
Interest Club Sponsor *Examples:* Scholars Club, Foreign Language, SADD, etc.						
	Up to 500 Students – 6	Yes	S-35.42	0.50%	$200.00	$202.50
	501+ Students - 10	Yes	S-35.42	0.50%	$200.00	$202.50
JROTC Sponsor (1) (Year Round)		Yes	S-35.68	4.50%	$1,800.00	$1,822.50
National Honor Society Advisor (1)		Yes	S-35.44	1.50%	$600.00	$607.50
National Technical Honor Society Advisor (1)		Yes	S-35.70	1.50%	$600.00	$607.50
Student Council Sponsor (1)		Yes	S-35.55	3.00%	$1,200.00	$1,215.00
Vocational/Technical Club Sponsor (1) *Examples:* VICA, FBLA, DECA, Skills USA, HOSA, etc.		Yes	S-35.58	2.00%	$800.00	$810.00
MIDDLE SCHOOL						
Community Service Club Advisor (2)		Yes	S-35.23	1.00%	$400.00	$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor (1)		Yes	S-35.69	1.00%	$400.00	$405.00

Interest Club Sponsor *Examples:* Scholars Club, Foreign Language, SADD, etc.						
	Up to 500 Students – 6	Yes	S-35.42	0.50%	$200.00	$202.50
	501+ Students - 10	Yes	S-35.42	0.50%	$200.00	$202.50
National Junior Honor Society Advisor (1)		Yes	S-35.45	1.00%	$400.00	$405.00
Student Council Sponsor (1)		Yes	S-35.55	2.00%	$800.00	$810.00
ELEMENTARY SCHOOL						
Community Service Club Advisor (1)		Yes	S-35.23	1.00%	$400.00	$405.00
Exceptional Student Education (ESE) Peer Mentor Club Sponsor (1)		Yes	S-35.69	1.00%	$400.00	$405.00
Interest Club Sponsor *Examples:* Scholars Club, Foreign Language, SADD, etc.						
	Up to 500 Students – 6	Yes	S-35.42	0.50%	$200.00	$202.50
	501+ Students - 10	Yes	S-35.42	0.50%	$200.00	$202.50
School Safety Patrol Supervisor (1)		Yes	S-35.49	1.00%	$400.00	$405.00
ARTS		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
HIGH SCHOOL						
Art Director (1)		Yes	S-35.63	1.00%	$400.00	$405.00
Band Director (1)		Yes	S-35.11	10.00%	$4,000.00	$4,050.00
Assistant Band Director (1)		Yes	S-35.05	4.00%	$1,600.00	$1,620.00
Associate Band Instructor (1)		Yes	S-35.64	2.00%	$800.00	$810.00
Choral Director (1)		Yes	S-35.19	4.50%	$1,800.00	$1,822.50
Director of Dance (1) (Arts Schools Only)		Yes	S-35.25	4.50%	$1,800.00	$1,822.50
Director of Drama (1)		Yes	S-35.28	4.50%	$1,800.00	$1,822.50
Strings Director (1)		Yes	S-35.54	3.50%	$1,400.00	$1,417.50
MIDDLE SCHOOL						
Art Director (1)		Yes	S-35.63	1.00%	$400.00	$405.00
Band Director (1)		Yes	S-35.14	4.50%	$1,800.00	$1,822.50
Choral Director (1)		Yes	S-35.21	2.50%	$1,000.00	$1,012.50
Director of Dance (1) (Arts Schools Only)		Yes	S-35.25	3.00%	$1,200.00	$1,215.00
Director of Drama (1)		Yes	S-35.30	2.00%	$800.00	$810.00
Strings Director (1)		Yes	S-35.54	3.50%	$1,400.00	$1,417.50
ELEMENTARY SCHOOL						
Art Director (1)		Yes	S-35.63	1.00%	$400.00	$405.00
Director of Dance (1) (Arts Schools Only)		Yes	S-35.25	1.00%	$400.00	$405.00
Director of Drama (1)		Yes	S-35.29	1.00%	$400.00	$405.00
Music Director (1)		Yes	S-35.33	1.50%	$600.00	$607.50
Strings Director (1) (Arts Schools Only)		Yes	S-35.54	3.50%	$1,400.00	$1,417.50
ATHLETICS		**Career Ladder**	**JDE**	**Index**	**F19 Amount**	**FY20 Amount**
DISTRICT WIDE - ALL LEVELS						
Special Olympics Athletic Director (1)		Yes	S-35.12	1.00%	$400.00	$405.00
Special Olympics Zone Assistant Athletic Director						
	East Zone (1)	Yes	S-35.13	1.00%	$400.00	$405.00
	South Zone (1)	Yes	S-35.13	1.00%	$400.00	$405.00
	West Zone (1)	Yes	S-35.13	1.00%	$400.00	$405.00
HIGH SCHOOL - YEAR ROUND						

Athletic/Activities Director						
	Activities/Athletic Director w/ NIAAA Certification (1)	No	S-35.02	15.00%	$6,000.00	$6,075.00
	Activities/Athletic Director w/o NIAAA Certification (1)	No	S-35.02	13.50%	$5,400.00	$5,467.50
Athletic Trainer All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement. TALC Article 10.02(3)(b) does not apply to the Athletic Trainer position.		No	T-16.03	4.50%	$1,800.00	$1,822.50
First Responder (1)		Yes	S-35.61	3.50%	$1,400.00	$1,417.50
Football (Fall and Spring)						
	Head Coach (1)	Yes	S-35.40	11.50%	$4,600.00	$4,657.50
	Assistant Coach (7)	Yes	S-35.06	7.50%	$3,000.00	$3,037.50
Cheerleading Sponsor (Fall and Winter)						
	Varsity (1)	Yes	S-35.16	7.00%	$2,800.00	$2,835.00
	Junior Varsity (1)	Yes	S-35.16	5.00%	$2,000.00	$2,025.00
	Freshman (1)	Yes	S-35.16	4.00%	$1,600.00	$1,620.00
Special Olympics Coach (1)		Yes	S-35.73	1.00%	$400.00	$405.00
At the conclusion of the regular season, if the season is extended for FHSAA sponsored events, coaches shall be paid $100 per week for the post-season period.						
HIGH SCHOOL - FALL						
Bowling						
	Boys - Head Coach (1)	Yes	S-35.40	2.00%	$800.00	$810.00
	Girls - Head Coach (1)	Yes	S-35.40	2.00%	$800.00	$810.00
Cross Country						
	Boys - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
	Girls - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
Golf						
	Boys - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
	Girls - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
Swimming						
	Boys - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Girls - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
Volleyball						
	Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
First Responder (2)		Yes	S-35.61	3.50%	$1,400.00	$1,417.50
HIGH SCHOOL - WINTER						
Basketball						
	Boys - Head Coach (1)	Yes	S-35.40	6.50%	$2,600.00	$2,632.50
	Girls - Head Coach (1)	Yes	S-35.40	6.50%	$2,600.00	$2,632.50
	Boys - Assistant Coach (2)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
	Girls - Assistant Coach (2)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
Soccer						
	Boys - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00

	Girls - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Boys - Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
	Girls - Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
Weightlifting						
	Girls - Head Coach (1)	Yes	S-35.40	2.00%	$800.00	$810.00
Wrestling						
	Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
First Responder (2)		Yes	S-35.61	3.50%	$1,400.00	$1,417.50
HIGH SCHOOL - SPRING						
Baseball						
	Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Assistant Coach (2)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
Lacrosse						
	Boys - Head Coach (1)	Yes	S-35.40	5.00%	$2,000.00	$2,025.00
	Girls - Head Coach (1)	Yes	S-35.40	5.00%	$2,000.00	$2,025.00
	Boys - Assistant Coach (1)	Yes	S-35.06	3.50%	$1,400.00	$1,417.50
	Girls - Assistant Coach (1)	Yes	S-35.06	3.50%	$1,400.00	$1,417.50
Softball						
	Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Assistant Coach (2)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
Tennis						
	Boys - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
	Girls - Head Coach (1)	Yes	S-35.40	3.50%	$1,400.00	$1,417.50
Track						
	Boys - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Girls - Head Coach (1)	Yes	S-35.40	6.00%	$2,400.00	$2,430.00
	Boys - Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
	Girls - Assistant Coach (1)	Yes	S-35.06	4.50%	$1,800.00	$1,822.50
Weightlifting						
	Boys - Head Coach (1)	Yes	S-35.40	2.00%	$800.00	$810.00
First Responder (2)		Yes	S-35.61	3.50%	$1,400.00	$1,417.50
MIDDLE SCHOOL - YEAR ROUND						
Athletic Director						
	District Intramural Athletic Director (1)	Yes	S-35.43	9.00%	$3,600.00	$3,645.00
	District Assistant Intramural Athletic Director (1 per zone)	Yes	S-35.07	1.50%	$600.00	$607.50
	School Intramural Athletic Director (1)	Yes	S-35.43	5.50%	$2,200.00	$2,227.50
	School Assistant Intramural Athletic Director (1)	Yes	S-35.07	3.00%	$1,200.00	$1,215.00
Special Olympics, Coach (1)		Yes	S-35.73	1.00%	$400.00	$405.00
MIDDLE SCHOOL - FALL						
Basketball						
	Boys - Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
	Girls – Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
Cross-Country						
	Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00

MIDDLE SCHOOL - WINTER						
Volleyball						
	Boys - Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
	Girls – Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
Soccer						
	Boys - Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
	Girls – Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
MIDDLE SCHOOL - SPRING						
Golf						
	Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
Tennis						
	Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
Track						
	Boys - Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
	Girls – Intramural Athletic Coach (1)	Yes	S-35.41	2.00%	$800.00	$810.00
ELEMENTARY SCHOOL						
Special Olympics, Coach (1)		Yes	S-35.73	1.00%	$400.00	$405.00
"AT LARGE" SUPPLEMENTS*		**Career Ladder**	**JDE**	**Index**	**FY19 Amount**	**FY20 Amount**
*Use of "At Large" supplements must be approved by the TALC Labor Management Committee.						
High School (4)		Yes	-	1.00%	$400.00	$405.00
Middle School (3)		Yes	-	1.00%	$400.00	$405.00
Elementary School (3)		Yes	-	1.00%	$400.00	$405.00
Vocational School (2)		Yes	-	1.00%	$400.00	$405.00
ADVANCE DEGREE SUPPLEMENTS*		**Career Ladder**	**JDE**	**Index**	**FY19**	**FY20**
*In accordance with Florida Statute, an advanced degree must be held in the individual's area of certification in order to be eligible for a supplement.						
Master's Degree		No	-	6.25%	$2,500.00	$2,531.25
Specialist Degree		No	-	10.00%	$4,000.00	$4,050.00
Doctorate Degree		No	-	12.50%	$5,000.00	$5,062.50

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