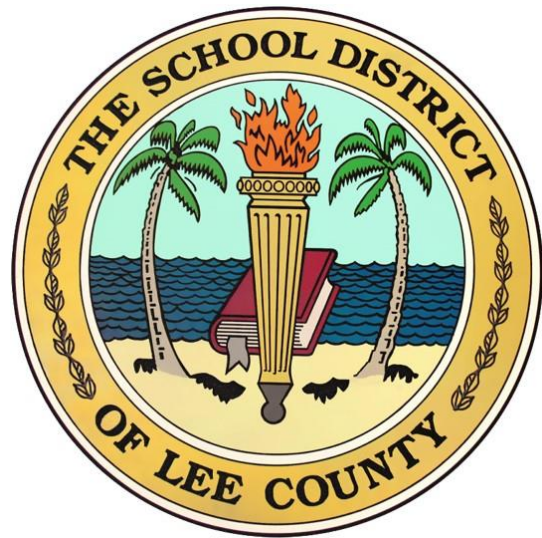


# TALC

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



**FY24 (2023-2024 SCHOOL YEAR)  
FY25 (2024-2025 SCHOOL YEAR)  
FY26 (2025-2026 SCHOOL YEAR)**

**NOVEMBER 2023**

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## **PREAMBLE**

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20  
21 **(11) REWRITE:** For housekeeping purposes, the TALC Labor/Management Committee  
22 will execute a Memorandum of Understanding (MOU) in FY25 (2024-2025 school  
23 year) that includes a clear and concise re-write of Definitions to be effective July 1,  
24 2024 for FY25 (2024-2025 school year).

## ARTICLE 1 – PARTIES TO AGREEMENT

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

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

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

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

## ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1 **2.01 – EMPLOYEES:** Nothing contained herein shall be construed to deny or  
2 restrict any employee any rights they may have under the Constitution and Laws  
3 of the United States and of the State of Florida.  
4

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

10 **(2) Duty to Self-Report:** Employees shall self-report within forty-eight (48) hours to  
11 appropriate authorities (as determined by district) any arrests/charges involving the  
12 abuse of a child or the sale and/or possession of a controlled substance. Such notice  
13 shall not be considered an admission of guilt nor shall such notice be admissible for  
14 any purpose in any proceeding, civil or criminal, administrative or judicial,  
15 investigatory or adjudicatory. In addition, employees shall self-report any conviction,  
16 finding of guilt, withholding of adjudication, commitment to a pretrial diversion  
17 program, or entering of a plea of guilty or Nolo Contendere for any criminal offense  
18 other than a minor traffic violation within forty-eight (48) hours after the final  
19 judgment.  
20

21 **(3) Personal and Academic Freedom:** Each employee’s citizenship right to  
22 exercise or support their political preference on their own time and away from  
23 school premises shall not be impeded providing such activities do not violate any  
24 local, state or federal ordinance or law. It is the intent of the District that employees  
25 shall have academic freedom within the outlines of course content and the  
26 curriculum adopted by the Board.  
27

28 **2.02 – MANAGEMENT:** The Board hereby retains and reserves unto itself, the  
29 Superintendent, the principals and other administrative personnel of the school  
30 system, without limitation, all powers, rights, authority, duties and responsibilities,  
31 and the exercise thereof, as conferred upon and vested in them by the Constitution  
32 and the Laws and Regulations of the United States and of the State of Florida, and  
33 the Policies of The School Board of Lee County, without any such exercise being made  
34 the subject of a grievance or arbitration proceeding hereunder except as otherwise  
35 provided in this Agreement.  
36

### 37 **2.03– ASSOCIATION**

1  
2 **(1) Facilities:** If approved, as provided by School Board Policy, the Association shall  
3 have the privilege of using school facilities and equipment. Designated  
4 representatives of the Association shall have the exclusive right as the labor  
5 organization for instructional staff to visit schools to conduct necessary Association  
6 business. Immediately upon arrival at any school facility, such representative shall  
7 make their presence known to the principal or designee and shall indicate the  
8 purpose of such business. In no event shall such representative in any way interfere  
9 with the instructional program or in any manner interrupt the performance of job  
10 responsibilities of any instructional staff member or other District employee. It shall  
11 be the right of the principal to determine that such activity does not interfere with  
12 the school program.  
13

14 **(2) School Board:** A copy of the agenda for each regular meeting of the Board shall  
15 be available to the Association at least seven (7) days before the Board meeting and  
16 a copy of the minutes of such meetings shall be available to the Association after  
17 approval by the Board.  
18

19 **(3) Posting:** The Association shall have the privilege of posting notices concerning  
20 Association business on bulletin board space not less than 24" x 36" exclusively  
21 assigned to the Association by the principal or supervisor. The Association shall be  
22 given a list of the location of each bulletin board space and be informed of any  
23 intended changes. The Association shall provide a copy of each notice to the principal  
24 or supervisor prior to each posting.  
25

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



1 upon the District's receipt of an indemnification agreement from the Association,  
2 holding the District harmless from all fines and attorney's fees resulting from any  
3 litigation on this issue. The Association's delivery location shall be the Board's central  
4 mailroom. A copy of each notice of Association meeting shall be subject to approval  
5 by the Superintendent prior to each distribution.  
6

7 **(5) Dues Collection:** Each pay day, including final pay, the Board shall deduct  
8 Association dues from the pay of every member who has signed an authorization  
9 card (see Appendix A). Upon termination from employment, any amount due to the  
10 Association shall be deducted from the employee's final paycheck. The authorization  
11 is revocable by the employee upon thirty (30) days' written notice to both the Board  
12 and the Association. The Board will provide the Association with a complete list of  
13 deductions made each pay period. Dues deduction authorization cards must be  
14 presented to the Payroll Department by the Association six (6) work days before the  
15 pay period in which the deduction begins. The Payroll Department will notify the  
16 Association of a member's request to drop membership within (7) business days. Any  
17 dispute as to the amount of dues deducted shall be solely between the Association  
18 and the employee. The Association and the employee shall hold the School Board  
19 harmless from any liability arising from the deduction of any dues. In cases of  
20 deduction errors, adjustments will be made in subsequent checks.  
21

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

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

32 **(b) Bargaining Team:** An employee who is a member of the bargaining team  
33 shall be released from work on paid leave if the bargaining calendar conflicts  
34 with the employee's work schedule. In such event, the Association shall pay  
35 a qualified substitute except for impasse, mediation, or upon mutual  
36 agreement of the parties. Otherwise, the employee's supervisor may adjust  
37 the employee's work schedule with the consent of the employee.  
38

39 **(7) Meetings:** Upon request by the Association representative, the building principal

1 will announce during the faculty meeting that the representative will make  
2 announcements concerning Association business at the close of the meeting.  
3 Attendance during the representative's announcements shall be voluntary.  
4

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

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

14 **(b) Bargaining Unit Information:** A list of all bargaining unit members will be  
15 provided to the Association at the start of each fiscal year and on a regular  
16 basis thereafter. The Association agrees that personally identifiable  
17 information will remain confidential and will not be distributed to third parties.  
18 The Association agrees that information that is exempt from public inspection  
19 will not be disclosed without first obtaining the express written authorization  
20 of the District and the employee involved.  
21

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

29 **(10) Agreement:** Within 30 days of approval of the final draft of this Agreement  
30 the Board agrees to provide the Association 150 copies of the Agreement for the  
31 Association's use.  
32

33 **(11) Strikes:** The Association agrees that it shall not authorize, sanction, condone,  
34 engage in or acquiesce in any strike as defined in Florida Statute 447.203. It further  
35 agrees that should any such violations occur as defined above, the Association shall  
36 be subject to such penalties as determined under Florida Statute 447.507.  
37

38 **(12) Acceptable Use of the Board's electronic mail system by the Association:** The  
39 Association may have the use of the District's electronic mail system for the purpose of

1 informing members of the bargaining unit of scheduled meetings and official business of the  
2 Association implementing the collective bargaining agreement. Should any employee,  
3 whether a member or non-member, request that the Association cease sending them  
4 electronic mail communications, the Association shall immediately remove that employee's  
5 name from the distribution list and shall not send the employee any further electronic  
6 communications. The Association shall comply with all applicable federal, state and local  
7 laws and Board policies regarding the use of such systems.

8

9 All communications shall be during the sender's non-instructional time. The electronic mail  
10 system shall not be used for the distribution of information that is political, slanderous,  
11 defamatory, libelous, or in any way critical of the School Board, the District, the  
12 Superintendent or any administrator or other employee of the District. It shall not be used  
13 for campaign materials related to the internal election of the Association officers. Should the  
14 Association or its representative, acting on behalf of the Association, violate the terms of the  
15 agreement, the Superintendent shall have authority to suspend the right to use the  
16 electronic system up to 45 calendar days. Official business is defined as items approved by  
17 the Association's Executive Board.

## ARTICLE 3 – NEGOTIATION PROCEDURES

1 **3.01 – BARGAINING SESSIONS:** The meeting place, time and agenda for each  
2 collective bargaining session shall be as agreed upon by the Superintendent and the  
3 Association’s designated representative. The parties agree to use the Interest-Based  
4 process. The TALC Labor/Management Committee shall meet to determine the  
5 agenda, training schedule, and calendar for bargaining of re-openers and successor  
6 agreements. Bargaining team members shall receive temporary duty leave as  
7 required for the purpose of attending to bargaining related duties  
8

9 **(1) Re-opener:** Reopeners are restricted to two (2) articles per party in addition to  
10 Article 10 (Compensation) and Article 11 (Benefits). Additional article may be re-  
11 opened upon mutual agreement of the parties.  
12

13 **(2) Successor Agreement:** Successor agreements involve negotiation of all articles  
14 unless otherwise agreed to by the parties.  
15

16 **3.02 – TENTATIVE AGREEMENT:** Articles tentatively agreed upon at the table shall be  
17 signed by both parties.  
18

19 **3.03 - RATIFICATION:** No final agreement between the parties may be executed  
20 without ratification by the bargaining unit and the Board. Following tentative  
21 agreement by the negotiating teams, the TALC Labor/Management Committee will  
22 prepare timelines for implementation. The Association shall submit the full  
23 agreement to the members of the bargaining unit for ratification or rejection. The  
24 Superintendent shall promptly submit the full agreement to the Board for  
25 consideration and ratification or rejection.  
26

27 **(1) Non-Ratification Procedure:** Should either the bargaining unit or Board  
28 membership not ratify the tentative agreement, meetings between the negotiating  
29 teams must be convened within twenty (20) days. This section shall not apply if  
30 impasse is invoked.  
31

32 **(2) Impasse Procedure:** Impasse may occur only as provided for in Florida Statutes  
33 447.

## ARTICLE 4 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

3  
4 **4.03 - FILING**

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

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

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

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

22  
23 **4.04 - HEARINGS**

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

1  
2 **(2) Formal Grievance:**

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

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

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

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

16 **(3) Confidentiality:** All meetings and hearings under the grievance procedure shall  
17 be held in private and shall include only such parties with an interest, their  
18 representatives, and witnesses as necessary.  
19

20 **(4) Release from Work:** Grievances shall be processed during times which do not  
21 interfere with the grievant's assigned duties, unless the parties agree  
22 otherwise. Temporary duty, without loss of pay, may be granted to employees  
23 whose attendance is required if grievance meetings are held during work hours.  
24

25 **4.05 - DISPOSITION:** The date of disposition shall be the date on which the  
26 immediate supervisor delivers the disposition to the grievant or the date of postmark  
27 in those instances where delivery is by U.S. Mail.  
28

29 **(1) Records:** All official records of the processing of a grievance shall be confidential  
30 and be filed separately from the personnel file of grievant.  
31

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



# ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

## 5.01 – CONTRACT STATUS AND REAPPOINTMENT

### (1) Probationary and Annual Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36  
37           **5.02 – SENIORITY:** Seniority is the total number of good years (one day more than  
38 half) of instructional experience in Lee County School District while on probationary,  
39 annual, continuing or professional service contract. However, continuing or

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

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

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

23  
24 **5.03 – TRANSFER**

25  
26 **(1) Voluntary Transfer**

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

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

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

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

37 **(2) Superintendent Approval:** If the principals do not agree to a  
38 voluntary transfer the principals may appeal to the Superintendent, or  
39 designee, for a final decision regarding the transfer disposition. At this

1 time, the teacher may also submit a letter of explanation for requesting  
2 the transfer, to be reviewed by the Superintendent or designee.

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

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

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

13  
14 **(2) Involuntary Transfer**

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

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

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

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

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

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

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

37 **(3) Preference:** A list of teachers to be involuntarily transferred will be  
38 compiled by Human Resources. Vacancy information shall be provided  
39 to these employees. Thereafter, employees shall indicate the positions,

1 in order of preference, such as location/subject which they desire.

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

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

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

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

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

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

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

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

10  
11 **5.04 – REDUCTION IN FORCE:** In the event that a reduction in force becomes  
12 necessary due to declines in enrollment, budgetary restrictions, reorganization, or  
13 other causes as determined by the Board, the following provisions shall apply:  
14

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

21  
22 **(2) Primary Schools:** For the purpose of reduction in force at the elementary level,  
23 there shall be considered to be two areas of certification: early childhood to include  
24 pre-kindergarten/kindergarten and elementary (grades 1-5).  
25

26 **(3) Secondary Schools:** In the middle and high schools, areas of certification shall be  
27 deemed to be the areas for which the employee holds certification. No teacher  
28 assignment that would result in a violation of state or federal law will be approved.  
29

30 **(4) Exceptional Student Education:** In Exceptional Student Education,  
31 consideration will also be given to experience in working with students with  
32 significant cognitive and behavioral disabilities.  
33

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

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

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

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

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

9 **(e) Notification:**

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

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

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

22  
23 **(6) Assignment:** Teacher assignments that result from a reduction in force shall  
24 comply with the teacher qualification requirements as defined in state and federal  
25 law. No teacher assignments that would result in a violation of state or federal law  
26 will be approved.

27  
28 **(7) Recall:**

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

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

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

39 **(d) Failure to Accept:** If a teacher fails to accept an offer of reemployment

1 within ten (10) working days from receipt of notification, it shall constitute a  
2 resignation.

3 **(e) Extension of Time Limit:** A laid-off employee, when offered recall, who is  
4 temporarily unable to return due to medical reasons certified by a licensed  
5 medical provider, may request an extension of recall.  
6

## 7 **5.05 – ASSIGNMENT OF DUTIES**

8

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

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

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

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

32 **(d) Instructional Supplements:** Instructional supplement positions will not  
33 conflict with an employee's primary job duties, work schedule, or hours.  
34

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



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

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

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

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

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

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

## 38 **5.06 – EMPLOYMENT OPPORTUNITIES**

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

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

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

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

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

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

28 **(4) Compensation:**

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

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

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

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

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

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

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

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

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

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

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

37                   **(a) Standard School Year:** With the exception of the extended  
38 school year program for students receiving a 1 or 2 score on  
39 the state mandated assessments, the order of selection of

1 teachers to fill positions should be as follows: Professional Service  
2 Contract/Continuing Contract teachers from the assigned school  
3 or feeder schools; Annual Contract teachers from the assigned  
4 school or feeder School District of Lee County; Teachers,  
5 regardless of contract status, District-wide based on seniority.

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

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

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

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

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

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

35  
36 **(2) Filling Vacancies:** Any application for a posted vacancy received by Human  
37 Resources from a Lee County teacher shall be reviewed by the appropriate principal  
38 or supervisor prior to recommending an applicant to fill the position. Except in such  
39 circumstances as approved by the Superintendent, a vacancy will not be filled with

1 other than an interim appointee for at least five (5) working days after the posting  
2 date on the District website listing the vacancy. Any continuing contract/professional  
3 service contract teacher holding the appropriate certification shall be given first  
4 consideration in the staffing of teaching vacancies. Teacher applicants in the District  
5 assigned to a grade level or subject area outside the scope of their teaching  
6 certification shall be given first consideration for openings within the subject or field  
7 of their certification.

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

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

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

28  
29 **5.08 – WORKER’S COMPENSATION**

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

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

10  
11 **(2) Alternate Duty:**

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

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

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

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

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

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

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

1 positions.

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

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

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

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

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

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

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

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

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

## ARTICLE 6 – WORKING CONDITIONS

### 6.01 - PHYSICAL FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1 believes that the condition has not been corrected, he/she may report it to the School  
2 Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard  
3 copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security  
4 department.

5  
6 **6.02 - PROTECTION OF PERSON**  
7

8 **(1) Injury:** The District assures employees of its support when employees have  
9 followed the laws and regulations of the State and the policies of the Board in  
10 carrying out their responsibility. An employee involved in injury to themselves, a  
11 student or another employee shall immediately report same to their immediate  
12 supervisor and thereafter make such written reports as necessary to comply with  
13 School Board Policy.  
14

15 **(2) Student Discipline:** The teacher's responsibility for the control and direction of  
16 students shall be exercised throughout the campus of each school and is not limited  
17 to a specific group of children or classroom. When in the judgment of the teacher a  
18 student requires the attention of the principal or other school or District staff  
19 specialist, the teacher shall so inform the principal or their designee on the  
20 appropriate school form. When administrative assistance is provided, the teacher  
21 shall receive a written statement of the specific action taken within five (5) days.  
22 Individual records of student discipline, where available, will be accessible to  
23 teachers as an aid for determining disciplinary recommendations concerning  
24 particular students.  
25

26 **(3) Workplace Civility:** Employees shall not engage in speech, conduct, behavior  
27 (verbal or nonverbal), or commit any act of any type which is reasonably interpreted  
28 as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing  
29 against any person in the workplace.  
30

31 **(4) District Support:** The District assures employees of its support when an  
32 employee's conduct is in accordance with applicable state and federal laws,  
33 regulations, and board policy. In carrying out their responsibility for maintaining  
34 good discipline, an employee shall impose classroom discipline consistent with  
35 administrative direction. In the event that an employee feels it is necessary  
36 to protect themselves or others from injury, the employee may refer to board policy  
37 and/or Florida Statute 1003.32.  
38

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

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

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

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

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

19  
20 **(6) Harassment or Discrimination:** The District is committed to ensuring equity in  
21 school programs and employment practices. The District prohibits harassment and  
22 discrimination as provided in Florida Statute 100.05 and School Board Policy.  
23 Employees who feel they have been harassed or discriminated against are  
24 encouraged to submit a complaint in accordance with board policy.

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

38  
39 **(8) Domestic or Sexual Violence:** Protections shall be granted to employees who

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

11  
12 **6.03 - PROTECTION OF PERSONAL PROPERTY:** The District shall reimburse each  
13 employee if either of the following occurs while they are discharging their duties in  
14 accordance with their job description:

15  
16 **(1) Criminal Act:** Loss or damage to items of clothing and related personal  
17 property worn or carried about the person which is damaged or destroyed as a result  
18 of an assault, less any amount paid by insurance.

19  
20 **(2) Negligence:** Loss or damage of personal property as a result of negligence by  
21 the building administrator or their designee as determined by the appropriate  
22 administrator of the Property/Casualty Loss Program within the guidelines of the  
23 current Property/Casualty liability guidelines. The total liability of the Board under  
24 this section, per teacher occurrence, shall not exceed six hundred dollars (\$600)  
25 less any amount reimbursed by insurance. A proof of loss statement, including  
26 verified replacement value, shall be provided by the teacher.

27  
28 **6.04 - ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** Campuses shall be  
29 tobacco/smoke-free at all times, including e-Cigarettes and/or vapor cigarettes, per  
30 School Board Policy. No employee shall possess, consume, be under the influence  
31 of (as defined by the prevailing legal limit) or sell alcoholic beverages or  
32 manufacture, distribute, dispense, possess or use alcoholic beverages on the job  
33 or in the workplace. Employees are prohibited from using, distributing,  
34 manufacturing, processing, selling, cultivating or attempting to sell illegal, controlled  
35 substances at any time whether on or off duty or on or off District property.

36  
37 **(1) Notice of Arrest:** As a condition of employment, each employee shall notify the  
38 appropriate administrator of any arrest/charges involving the sale or possession of  
39 drugs within 48 hours of any such arrest/charge.

1  
2 **(2) Notice of Conviction:** The District shall take one of the following actions, within  
3 thirty (30) days of receiving such notice, with respect to any employee who is so  
4 convicted:

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

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

12 **(c) Other Personnel Action:** Take other appropriate personnel action, up to  
13 and including termination.  
14

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

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

20 **(b) Reasonable Suspicion:** No employee shall be required to submit to drug  
21 or alcohol testing without reasonable suspicion except as otherwise required  
22 by law or this agreement. All drug and alcohol testing shall be conducted in  
23 accordance with District policy and procedures for drug and alcohol testing.  
24

25 **(4) Exemptions:**

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

28 **(b) Confiscation:** Employees who perform duties which require the  
29 disposition or confiscation of alcoholic beverages or controlled substances are  
30 exempt from this section if performing those specified duties.  
31

32 **(5) Employee Assistance Program:** Employee assistance will be available through  
33 Human Resources and the Employee Assistance Program (EAP).  
34

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

## ARTICLE 7 – WORK SCHEDULE

1 **7.01 - WORK DAY:** The basic work day for teachers shall be seven and one-half (7-  
2 1/2) hours on all days when students are in attendance, with an additional thirty  
3 (30) minutes per week for the purpose of planning. On all Pre-School Days,  
4 Professional Duty Days and In-service Days, the basic work day for teachers shall be  
5 seven (7) hours to include lunch.  
6

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

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

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

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

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

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

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

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

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

1 pay opportunities and shall report such arrangements to TALC.

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

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

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

31  
32 **(2) Non-Standard Work Day:**

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

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

1 or other immediate supervisor.

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

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

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

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

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

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

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

32  
33 **(3) Arrival:** Each building principal shall determine the arrival and leaving time  
34 of teachers assigned to each school.

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

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

3 **(a) Definitions:**

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

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

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

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

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

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

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

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

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



1 (38) hour work week and/or average the basic teacher work day of seven and one-  
2 half (7 ½) hours, with an additional thirty (30) minutes per week for the purpose of  
3 planning.  
4

5 **7.03 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall  
6 include six (6) paid holidays. Teachers will not be required to work on the paid  
7 holidays established by the Board as a part of the annual school calendar.  
8

9 **(1) Pre-school Days:** The pre-school week shall consist of one (1) District In-service  
10 Day and four (4) Pre-school Days. During the four (4) Pre-school Days, teachers shall  
11 have at least twelve (12) hours for uninterrupted planning and preparation for the  
12 upcoming school year.  
13

14 **(2) Professional Duty Days:** Teacher professional duty days are to be used for  
15 teachers to prepare grades, lesson plans and other required records and reports.  
16 Grade sheets shall not be due until one hour prior to the end of this duty day.  
17

18 **(3) In-service Days:** Teacher in-service days shall be used for teacher professional  
19 development as identified in the teacher's Professional Development Plan and the  
20 School Improvement Plan.  
21

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

27 **(a) Department of Juvenile Justice:** The Department of Juvenile Justice (DJJ)  
28 twelve-month (255-day) calendar will be jointly developed by the DJJ  
29 Administrators and Teachers to ensure the required 240-day instructional  
30 calendar and the recommendation shall be forwarded to the TALC  
31 Labor/Management Committee.  
32

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

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

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

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

## 26 27 **7.04 - CHANGES IN SCHEDULE**

28  
29 **(1) Temporary:** Assemblies, testing programs, and other school activities, which  
30 disrupt normal classroom instruction, shall be rotated whenever possible so that the  
31 same classes are not continually affected. Classes shall be free of unnecessary  
32 interruptions by use of the intercommunications systems. Visitation to classrooms  
33 by non-employees shall be approved by the supervisor. Whenever possible, affected  
34 employees shall be informed in advance.

35  
36 **(2) Emergency:** In the event of an emergency or other unusual circumstance, as  
37 determined by the principal or other immediate supervisor, a teacher's daily work  
38 schedule may be temporarily changed. When such a schedule change necessitates  
39 the loss of a teacher's planning/conference period, and no volunteers are available,

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

2  
3 **7.05 - HOLIDAYS:** All full-time employees in the bargaining unit shall receive the  
4 following paid holidays each year: Independence Day, Labor Day, Thanksgiving  
5 (Thursday and Friday), Good Friday, and Memorial Day. Employees who work twelve  
6 (12) months per year shall receive six consecutive work days' winter vacation. Two of  
7 these days shall be Christmas Day and New Year's Day. Employees shall only be paid  
8 for holidays that occur during their work year. Employees who work less than twelve  
9 (12) months shall receive the following paid holidays: Labor Day, Thanksgiving  
10 (Thursday and Friday), Presidents' Day, Good Friday, and Memorial Day.

11  
12 **7.06 - VACATIONS:** This section shall apply to all full time twelve (12) month  
13 employees in the TALC bargaining unit.

14  
15 **(1) Twelve Month Employees:** A member of the unit who is employed on a twelve  
16 (12) month basis shall be allowed paid vacation leave, exclusive of holidays, as  
17 follows:

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

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

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

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

27  
28 **(2) Accrual:** Vacation will not be granted until it is earned. Each employee who has  
29 accrued at least ten (10) days of vacation shall be allowed to take at least two (2)  
30 consecutive weeks of vacation during the calendar year. Each employee who has  
31 earned fifteen (15) or more days of vacation shall be allowed to take at least three  
32 (3) consecutive weeks during the calendar year. Vacation periods greater than three  
33 (3) consecutive weeks may be requested by an eligible employee and shall be subject  
34 to the approval of the superintendent.

35  
36 **(3) Increments:** Vacation may be granted in increments of one (1) hour provided  
37 that the request does not disrupt the operation of the work site. All vacation  
38 requests must be submitted to the supervisor at least 24 hours in advance of the  
39 requested vacation time. Requests for vacation time of three or more consecutive

1 weeks shall be submitted at least thirty (30) days in advance of the requested  
2 vacation time.

3

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

17

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

24

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

## ARTICLE 8 – PERFORMANCE EVALUATION

1 **8.01 - NOTICE:** The District and the Association agree that a highly engaged  
2 workforce is dependent upon timely and meaningful feedback on employee  
3 performance. In order to ensure meaningful feedback is provided, the Association  
4 will have input into the development of the performance evaluation instrument. All  
5 regular employees will receive a formal performance evaluation at least once during  
6 each fiscal year. Immediate supervisors will provide employees notice of the  
7 procedures used for performance evaluation prior to the end of the first quarter for  
8 students.

9  
10 **(1) Compliance Requirements:** In accordance with Florida Statute 1012.34, the  
11 District's process for performance evaluation of instructional staff must be submitted  
12 to the Florida Department of Education (FL DOE) for approval by February 1.  
13 Performance evaluations must be based in part on student performance. The District  
14 is responsible for reporting student performance to FL DOE and for validating the  
15 students under the direction of each employee by conducting regular roster  
16 verification. Employees are encouraged to complete roster verifications  
17 acknowledging responsibility for the students and courses they are assigned, prior  
18 to submission to FL DOE. FL DOE will utilize rosters as submitted, regardless of  
19 employee verification. The District is not responsible for the timing of release of  
20 student performance data by FL DOE to the District.

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

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

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

1 **(d) Post Evaluation Conference:** After a post evaluation conference,  
2 employees will acknowledge that they have been shown the Manager's Rating  
3 and have discussed it with their immediate supervisor. If an employee  
4 disagrees with the results of the Manager's Rating, they may submit comments  
5 on the electronic form used for Manager's Ratings stating their disagreement.  
6 Employees must acknowledge receipt of this information or the immediate  
7 supervisor apply an override indicating the employee refused to acknowledge.

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

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

21 **(g) Recommended Employment (Reappointment) Status:** In accordance  
22 with Article 5.01, Final Performance Evaluation ratings may impact an  
23 employee's recommended employment (reappointment status).  
24

25 **(2) Immediate Supervisor:** Performance Evaluations must be completed by an  
26 immediate supervisor with working knowledge of the employee's assigned duties,  
27 performance standards for the employee's position, and direct knowledge of the  
28 employee's performance for a period of no less than thirty (30) consecutive days.  
29 Employees must receive written notice of the immediate supervisor responsible for  
30 completing their performance evaluation prior to the end of the first quarter for  
31 students and of any change in immediate supervisor from that point forward. Only  
32 administrators, as defined by the Administrator Salary Schedule shall complete  
33 performance evaluations for instructional staff. No employee who is part of the  
34 bargaining unit may contribute to or complete a performance evaluation for another  
35 member of the bargaining unit.  
36

37 **(3) Confidentiality:** In accordance with Florida Statute 1012.31, performance  
38 evaluations are confidential and are not subject to public records requests for one  
39 school year after their completion. Performance Evaluation related conferences

1 must be conducted privately and Immediate Supervisors must protect the  
2 confidentiality of performance evaluation related documentation as sensitive  
3 employment information. Only the employee, the immediate supervisor, and other  
4 District staff with a legitimate business interest may inspect an employee's  
5 performance evaluation.  
6

7 **(4) Exceptions:**

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

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

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

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

20 **(4) Unsatisfactory:** If less than forty (40) percent of employees are  
21 Highly Effective or Effective, the Association President will be  
22 Unsatisfactory.  
23

24 **8.02 - EVIDENCE:** Immediate supervisors are responsible for providing employees  
25 with evidence to support performance evaluation ratings.  
26

27 **(1) Procedure:**

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

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

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

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

4 **(e) Final Performance Evaluation and Recommended Employment**  
5 **(Reappointment) Status:** If an investigation into allegations of misconduct  
6 may produce evidence of poor performance and is not expected to be  
7 completed until after May 1, the immediate supervisor must notify the  
8 employee of the pendency of the investigation by May 1. If an investigation  
9 into allegations of misconduct is initiated on or after May 1, the employee must  
10 be notified upon the opening of a site or district-based investigation. Evidence  
11 obtained after May 1 may be grounds for reconsideration of the Manager's  
12 Rating or the Immediate Supervisor's recommended employment  
13 (reappointment) status. Employees must be notified of changes made to  
14 performance evaluations or recommended employment (reappointment)  
15 status prior to the end of the fiscal year and provided the opportunity to  
16 review, respond to, and acknowledge receipt of the change.  
17

## 18 **(2) Contract Status:**

19 **(a) Probationary Contract status:** Employees with Probationary Contract  
20 status must have two (2) formal observations each fiscal year, the first formal  
21 observation must be completed by the Immediate Supervisor prior to  
22 December 1. Employees with Probationary Contract status must have a mid-  
23 year evaluation and final evaluation.

24 **(b) Annual Contract, Professional Services Contract, or Continuing**  
25 **Contract status:** Employees with Annual Contract, Professional Services  
26 Contract, or Continuing Contract status must have two (2) formal targeted  
27 observations each fiscal year.  
28

## 29 **(3) Performance Evaluation Ratings:**

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

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

36 **(c) Needs Improvement/Developing:** Immediate Supervisors may provide  
37 evidence that an employee has been provided support and assistance  
38 regarding any needs improvement/developing ratings. Disciplinary



1 documentation, including Administrative Notes or a Conference Summary,  
2 may be used as evidence of a Needs Improvement/Developing rating.

3 **(d) Unsatisfactory:** Immediate Supervisors must provide evidence that an  
4 employee has been provided support and assistance regarding any needs  
5 improvement/developing ratings. Disciplinary documentation, including a  
6 Letter of Reprimand or higher, may be used as evidence of an Unsatisfactory  
7 rating.  
8

9 **8.03 - ASSISTANCE:** In order to support the retention of a highly skilled and engaged  
10 workforce, the District will provide employees with support in the attainment of  
11 Highly Effective ratings. Immediate Supervisors may support employees by aiding in  
12 the development of an individualized performance plan, providing job embedded  
13 training opportunities, or by responding to other requests for assistance that an  
14 Immediate Supervisor determines can be reasonably provided.  
15

#### 16 **(1) Performance Evaluation Ratings**

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

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

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

28 **(d) Unsatisfactory:** Immediate supervisors must offer support and assistance  
29 to an employee who receives an unsatisfactory rating. Support and assistance  
30 must include a prescribed time period for completion of specific or  
31 measurable tasks to be completed.  
32

#### 33 **(2) Contract Status:**

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

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

1           **(c) Professional Services Contract or Continuing Contract status:** In  
2 accordance with Florida Statute 1012.34(4), employees with Professional  
3 Service Contract status or Continuing Contract status who receive a Manager's  
4 Rating or Final Performance Evaluation rating of Needs  
5 Improvement/Developing or Unsatisfactory will be enrolled in an Intensive  
6 Assistance Program (IAP) for the following school year.  
7

## 8 **8.04 - TIME**

9

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

13           **(a) Post Observation Conference:** Employees may request a Post  
14 Observation Conference to be held within five (5) days of receiving written  
15 feedback or the expiration of the ten (10) days' time limit for Immediate  
16 Supervisors to provide feedback.  
17

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

21           **(a) Post Evaluation Conference:** Employees may request a Post Evaluation  
22 Conference to be held within five (5) days of receiving electronic feedback or  
23 the expiration of the ten (10) day time limit for Immediate Supervisors to  
24 provide feedback. Immediate Supervisors must meet with all employees who  
25 receive a Manager's Rating of Needs Improvement/Developing or  
26 Unsatisfactory by no later than May 10.  
27

28 **(3) Student Performance Rating:** The District will provide employees with  
29 information regarding student performance ratings once data is made available by  
30 FL DOE and will allow employees to request a review of their rating within a specified  
31 timeframe.  
32

33 **(4) Final Performance Evaluation:** Recommendations for Final Performance  
34 Evaluation ratings shall be made by no later than May 10. Recommendations may be  
35 submitted earlier, provided the Immediate Supervisor has provided the employee  
36 with their recommended reappointment status and allowed them the opportunity to  
37 request a Post Evaluation Conference.  
38

39 **(5) Recommended Reappointment Status:** Employees with Probationary Contract  
40 status or Annual Contract status must be notified of their recommended

1 reappointment status by no later than May 10. Recommended reappointment status  
2 may be provided to an employee prior to the deadline.

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

## ARTICLE 9 – DISCIPLINARY PROCEDURES

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

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

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

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

34  
35 **(4) Right to Representation:** If an employee has a reasonable belief that discipline

1 or adverse consequences may result from a meeting with management, the  
2 employee has the right to request representation of their choice from the following:  
3 the employee's attorney, a union representative, or a co-worker that is a member of  
4 the bargaining unit. Notice of representation by an attorney or union representative  
5 must be provided in writing. Management is not required to inform an employee of  
6 their Weingarten rights. It is the employee's responsibility to know their rights and to  
7 request representation, if they desire representation.

8  
9 **(5) Pre-Determination Hearing:** Employees will be given at least five (5) days written  
10 notice, whenever possible, of a pre-determination hearing. Employees shall have the  
11 right to representation and the employee may present relevant information in their  
12 defense. Allegations will be reviewed at the pre-determination hearing and the  
13 employee will be provided an opportunity to respond. After all information has been  
14 considered, a disciplinary outcome will be rendered. The Association shall have the  
15 right to attend all District-based pre-determination hearings.

16  
17 **(6) Progressive Discipline:** Disciplinary action shall be progressive in nature, when  
18 appropriate, and may include, but is not limited to: no cause, conference summary,  
19 written reprimand, last chance agreement, suspension, termination, reassignment,  
20 retraining, or other assistance.

21  
22 **(7) Probationary Period:** A new period of probation shall not be used as a form of  
23 disciplinary action for an employee who has previously completed their probationary  
24 period.

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

37  
38 **9.02 - OUTCOME:** Any disciplinary action taken while performing duties under a  
39 teaching contract or supplemental contract shall be only for just cause, as defined in

1 Florida Statute 1012.33 and 1012.335, and Florida Administrative Code 6A-5.056.  
2 Employees with Annual Contract status who are recommended for non-  
3 reappointment are not entitled to an appeal or the grievance procedure, but may be  
4 eligible for a review of their non-reappoint in accordance with Article 5.01.

5  
6 **(1) No Finding:** If an investigation results in no finding of just cause, written  
7 documentation of no finding will be placed in the investigative file and a copy will be  
8 provided to the employee. No finding of just cause is a non-disciplinary outcome and  
9 shall not be placed in the employee's personnel file.

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

20  
21 **(3) Administrative Notes:** Administrative Notes are any documentation of a  
22 meeting that may result in disciplinary action, including but not limited to an  
23 administrator's notes regarding a verbal warning.

24  
25 **(4) Conference Summary:** A Conference Summary is site-based or school-based  
26 disciplinary documentation. Any Conference Summary shall be provided to the  
27 employee and shall be signed by the employee for the sole purpose of indicating that  
28 the employee has received a copy and has had an opportunity to discuss it with their  
29 immediate supervisor. If the employee refuses to sign, the Conference Summary will  
30 be provided to the employee, indicating that the employee refused to sign.  
31 Employees have the opportunity to submit a written response, which will be attached  
32 to the Conference Summary.

33  
34 **(5) Written Reprimand:** A Written Reprimand is disciplinary documentation that is  
35 placed in an employee's personnel file. Any Written Reprimand shall be provided to  
36 the employee and shall be signed by the employee for the sole purpose of indicating  
37 that the employee has received a copy and has had an opportunity to discuss it with  
38 their immediate supervisor. If the employee refuses to sign, the Written Reprimand  
39 will be provided to the employee and a copy will be placed in the employee's

1 personnel file indicating that the employee refused to sign. Employees have the  
2 opportunity to submit a written response, which will be placed in the employee's  
3 personnel file.

4

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

7

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

10

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

## ARTICLE 10 – COMPENSATION

1 **10.01 – EXPERIENCE CREDIT:** Effective July 1, 2018 experience credit shall be  
2 determined as specified below. Documentation provided to Human Resources within  
3 120 days of the employee’s first day of employment will result in experience credit  
4 being awarded retroactive to the employee’s first day of employment. Failure to  
5 provide documentation within 120 days of the employee’s first day of employment  
6 will result in experience credit being granted from the date of submission of the  
7 documentation. No experience credit shall be given for documentation submitted  
8 more than two (2) years from the employee’s first day of employment.  
9

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

11 **(a) Starting Salary Schedule:** Effective July 1, 2023, the District will adopt a  
12 Starting Salary Schedule with a minimum base salary of \$50,000.00 for  
13 instructional staff, excluding Special Instructional Staff who will receive a  
14 minimum base salary of \$57,510.00. Employees will be eligible to receive a  
15 maximum of twenty (20) years of experience credit to count toward starting  
16 salary.

17 **(b) Return to Rate of Pay:** Effective July 1, 2016, employees rehired by the  
18 District who have a rehire date within the current contract year and a  
19 termination date within one calendar year of their rehire date that receive a  
20 rate of pay at the date of their rehire that is lower than their rate of pay at the  
21 date of their termination are eligible for a return to their rate of pay at the  
22 time of termination. For the purpose of determining eligibility and rate of pay,  
23 employees with a termination date on the last scheduled contract day of a  
24 school year will be considered as if their termination date was the first day of  
25 school for students in the following school year.  
26

27 **(2) Instructional Experience:** To be eligible, creditable experience must have been  
28 attained after the person held a valid teaching certificate and a four-year degree  
29 except if specified otherwise by Florida certification rules.  
30

31 **(3) Special Instructional Experience:** Experience credit shall be granted for each  
32 year of related work experience in public or private agencies servicing children and  
33 families, not to include private or charter schools. Experience must be comparable  
34 to the position for which the employee is hired and must be creditable. Special  
35 Instructional work experience credit will not impact starting salary.  
36

37 **(4) Military Experience:** Starting salary for JROTC instructors shall be based upon

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

## 5 6 **10.02- SALARY SCHEDULES**

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

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

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

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

27 **(c) Salary Increase:** Instructional staff may be eligible for an increase in base  
28 salary based upon Career Ladder Movement from Apprentice to Career or  
29 Career to Accomplished. Instructional staff who are eligible for Career Ladder  
30 Movement will receive an increase in base salary of \$1,000.00 by October 31  
31 each year, if they are employed by the District.

### 32 33 **(3) Differential Pay:**

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

39 **(1) Turnaround School Supplement:** In accordance with Florida



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

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

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

23  
24 **(4) Title I Schools:** In accordance with Florida Statute 1012.22,  
25 instructional staff assigned to a Title I School will be eligible for a  
26 supplement in the amount of \$100.00.

27  
28 **(5) Critical Shortage Area:** In accordance with Florida Statute 1012.22,  
29 instructional staff who are certified and teaching in a Critical Shortage  
30 Area, as identified by the Florida Department of Education (FL DOE), will  
31 receive a supplement in the amount of \$200.00.

32  
33 **(6) Athletics – Post Season Bonus:** The head coach and varsity  
34 assistant coaches shall be paid \$100.00 per week for coaching any or all  
35 of the defined work week during FHSAA sponsored post-season events.  
36 The post season athletic week shall be defined as Monday through  
37 Saturday for supplement calculation purposes. The TALC salary  
38 supplement shall be signed by the employee, the Principal, and the  
39 Athletic/Activities Director. The Athletic/Activities Director shall maintain

1 records to monitor and authorize payment of the post-season  
2 supplements.

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

9  
10 **10.03 - INCENTIVE AND BONUS PROGRAMS:** The District, with input from the TALC  
11 Labor/Management Committee, will develop and implement a system for awarding  
12 all incentive and bonus programs that is in compliance with applicable laws.  
13 Availability of funding may impact the continuation of incentive and bonus programs.  
14

15 **(1) District Incentive and Bonus Programs:**

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

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

37 **(c) ActiveLee Employee Wellness:** ActiveLee seeks to provide a healthy work  
38 environment and enhance the quality of life for all District employees.  
39 ActiveLee provides engaging health programs, support resources, exercise

1 classes, and wellness coaching to empower District employees to make  
2 healthier lifestyle choices. Incentives for District employees will be determined  
3 annually by the District.

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

7  
8 **(f) Longevity Pay:** In order to acknowledge the dedicated service of District  
9 employees, longevity supplement amounts will be paid as follows:  
10

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

11 The longevity supplement will be distributed among all pay periods  
12 throughout the year.  
13  
14

## 15 **(2) State Incentive and Bonus Programs**

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

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

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

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

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

31 **(1) Legislative Intent:** The Florida Legislature has found that the  
32 National Board for Professional Teaching Standards (NBTS) has  
33 established high and rigorous standards for teachers and intends to

1 reward teachers who demonstrate excellence by obtaining national  
2 board certification.

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

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

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

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

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

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

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

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

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

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

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

38 **(f) Advanced International Certificate of Education (AICE) Exam:** Funds  
39 associated with this program are to be distributed in accordance with Florida

1 Statute 1011.62(1)(m).

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

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

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

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

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

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

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

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

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

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

39 **(2) Weight of 0.2:** A bonus of \$50.00 for each student taught by a

1 teacher who provided instruction in a course that led to the attainment  
2 of a CAPE industry certification on the CAPE Industry Certification  
3 Funding List with a weight of 0.2.

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

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

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

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

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

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

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

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

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

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

1 of any supplements paid.

2  
3 **(3) Professional Development**

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

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

12  
13 **(4) Instruction During Missed Planning:** When no substitute is available for an  
14 absent teacher, another teacher may be assigned to cover the class as follows:

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

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

23 **(c) Elementary Teachers:**

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

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

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

36  
37 **10.05 – PAY DELIVERY**

38  
39 **(1) Pay Delivery System:** The District utilizes a payment in arrears system for  
40 employee payroll.

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

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

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

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

15  
16           **(2) Payment Method:** All employees shall be paid by direct deposit or District  
17           provided pay card.

18  
19           **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be  
20           notified of a need for paycheck adjustments. Arrangements for handling paycheck  
21           adjustments will be made directly with the employee. Every effort will be made to  
22           resolve paycheck adjustments within the calendar year to ensure accurate reporting  
23           of wages for tax purposes.

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

27  
28           **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be  
29           treated in accordance with Florida Statute, Chapter 119.

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

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

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



1 amount.

2 **(c) Special Instructional:** Employees will be paid for special instructional  
3 supplements beginning on the first paycheck of the fiscal year and will be  
4 included in the standard pay period rate.  
5

6 **10.06 – CHANGES IN COMPENSATION:** Changes in base salary will be at a fixed rate  
7 based upon a standard work year and work day for a full-time employee, i.e. 196  
8 days, 7.6 hours per day, 1.0 FTE, unless otherwise stated. Changes will be applied  
9 in the following order:  
10

11 **(1) Performance-Based Pay:** In accordance with Florida Statute 1012.22,  
12 performance-based salary increases will be available to employees based on FY23  
13 (2022-2023 school year) Final Performance Evaluation Rating and classification as  
14 “Eligible” or “Ineligible” for Career Ladder Movement. In accordance with Florida  
15 Statute, a greater amount will be provided to the employees in each classification  
16 with a Final Performance Evaluation rating of “Highly Effective.”

17 **(a) FY24 Career Ladder Movement:** All instructional staff who are employed  
18 at the time of ratification and payment are eligible for the FY23 Career Ladder  
19 Movement and will receive an increase in base salary of \$1,000.00.

20 **(b) FY24 Final Performance Evaluation Rating:** Instructional staff who are  
21 Annual Contract status and employed by the District at the time of ratification  
22 and payment will receive an increase in base salary of \$667.00 if they received  
23 an FY23 Final Performance Evaluation Rating of “Highly Effective” and \$500.00  
24 if they received an FY23 Final Performance Evaluation Rating of “Effective.”  
25 Instructional staff who are Professional Services Contract status or Continuing  
26 Contract status and employed by the District at the time of ratification and  
27 payment will receive an increase in base salary of \$500.00 if they received an  
28 FY23 Final Performance Evaluation Rating of “Highly Effective” or “Effective.”  
29 Instructional staff who did not receive an FY23 Final Performance Evaluation  
30 Rating or who received a rating of “Needs Improvement/Developing” or  
31 “Unsatisfactory” are not eligible for a performance-based increase.

32 **(2) Retention Percentage Increase:** Eligible classroom and non-instructional  
33 employees who are employed by the District at the time of ratification and payment  
34 will receive a retention percentage salary increase effective July 1, 2023 and will be  
35 paid based on Years X as outlined below:  
36

Years (X)	Percentage Increase
0	3.65%
1 to 4	5.5%

5 to 9	8.5%
10 to 14	9.5%
15 to 19	10.5%
20 or more	11.5%

1  
2  
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11

**(3) Special Instructional Staff:** In order to address retention and recruitment concerns in positions requiring highly specialized knowledge and high-demand professional credentials. Special Instructional Staff who are employed by the District at the time of ratification and payment will receive an increase of eight (8) percent effective July 1, 2023. Special Instructional Staff includes Athletic Trainers, School Counselor, School Social Worker, Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), School Nurse (RN), School Psychologist, Licensed Mental Health Professional, and Board-Certified Behavior Analyst (BCBA).

## ARTICLE 11 – BENEFITS

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

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

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

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

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

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

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

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

13  
14 **(2) Flexible Spending Accounts:** All eligible employees may participate in optional  
15 medical and/or dependent care Flexible Spending Accounts, which allow those  
16 employees to pay for qualified medical and dependent care expenses with pre-tax  
17 payroll deductions. Flex Credits may not be directed to Flexible Spending Accounts.  
18

19 **11.04 - MAJOR MEDICAL INSURANCE:** The Board will provide major medical  
20 insurance through the District's medical plan to each eligible employee. Effective  
21 April 1, 2019, the Board will provide major medical insurance through four (4) Aetna  
22 self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and High Deductible  
23 Health Plan (HDHP). Such coverage shall become effective the first of the month  
24 following a forty-five (45) day waiting period from date of employment. The date of  
25 employment shall be included as one of the forty-five (45) days.  
26

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

32 **11.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars  
33 (\$20,000.00) of group term life insurance for each eligible employee, with an  
34 additional twenty thousand dollars (\$20,000.00) accidental death and  
35 dismemberment (AD&D) insurance. Coverage shall begin on the first of the month  
36 following a forty-five (45) day waiting period from date of employment. The date of  
37 employment shall be included as one of the forty-five (45) days.  
38

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

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

5  
6 **(1) Eligibility:** Employees who are regularly scheduled to work twenty (20) or more  
7 hours per work week are eligible for the optional group voluntary benefits offered  
8 by the Board.

9  
10 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for  
11 employees in an amount not less than one million dollars (\$1,000,000.00) per  
12 occurrence.

13  
14 **11.09 - SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be  
15 transferred out of the fund without the recommendation of the Insurance Task  
16 Force.

17  
18 **11.10 - RETIREMENT:** The District participates in the Florida Retirement System (FRS)  
19 and contributes on behalf of all eligible employees.

20  
21 **11.11 - SOCIAL SECURITY:** The District makes Social Security contributions on behalf  
22 of all eligible employees.



1  
2 **(5) Types of Leave:**

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

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

7 **(2) Medical (Family):** Medical (Family) includes absences due to  
8 illness, injury, accident, disability, or other medical condition of a  
9 family or household member, including but not limited to: father,  
10 mother, brother, sister, husband, wife, child, or another close relative.

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

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

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

21 **(c) Temporary Duty:** Temporary Duty may be used in one (1) hour  
22 increments. Requests for temporary duty may be for a rationale or reason  
23 listed below:

24 **(1) Professional Development:** Professional Development includes  
25 absences due to the performance of assigned duties in direct support  
26 of the District's mission, including but not limited to: participation in  
27 professional associations, conferences, trainings, surveys, workshops,  
28 and other professional meetings. Professional Development may be  
29 eligible for travel reimbursement or per diem payments for meals.

30 **(2) Jury Duty:** Jury Duty includes absences due to court summons for  
31 participation on a jury panel or service as a juror. Employees are  
32 required to immediately return to work upon dismissal from  
33 participation on a jury panel or service as a juror. Jury Duty is not eligible  
34 for travel reimbursement or per diem payments for meals.

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

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

3           **(d) Other Types of Leave:** All other types of leave must be submitted by the  
4           employee or their immediate supervisor to Human Resources. Other types of  
5           leave include those associated with Worker’s Compensation, the Family  
6           Medical Leave Act (FMLA), and Board approved extended leaves. Denial of a  
7           request for other types of leave will result in the employee being charged sick  
8           leave.

9  
10          **(6) Approval or Denial:** Employees will be notified of the status of their leave request  
11          as soon as possible and no later than ten (10) business days after the request is  
12          made.

13  
14          **(7) Return:** Prior to the expiration of approved leave or the exhaustion of accrued  
15          leave, employees must notify their immediate supervisor of their intent to return to  
16          duty, resign, or request additional leave. Employees should provide their immediate  
17          supervisor with twenty-four (24) hours’ notice of their intent to return to work.

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

33  
34          **(8) Abuse of Leave:** Any absence that results in a disruption to the education  
35          environment or worksite may be considered an abuse of leave. If abuse of leave is  
36          suspected, immediate supervisors may request supporting documentation. Abuse of  
37          leave may result in a change in the type of leave recorded, or disciplinary action up  
38          to and including termination.

39          **(a) Absence Without Leave (AWOL):** Absence Without Leave (AWOL) includes



1 absences that have not been approved by the immediate supervisor. AWOL  
2 includes absences that are considered “no call, no show” and may be treated  
3 as abandonment of position after three (3) consecutive days of absence.

4 **(b) Leave Without Pay:** Leave Without Pay (LWOP) includes absences where  
5 paid sick leave or vacation is not available or not approved by the immediate  
6 supervisor. LWOP may be granted by the immediate supervisor in emergency  
7 situations and should be reported by the immediate supervisor to Human  
8 Resources and Payroll. Unapproved absences or absences on a day where a  
9 request for leave has been denied will be leave without pay.

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

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

## 19 20 **12.03 – IMMEDIATE SUPERVISORS**

21  
22 **(1) Leave Balance and History:** Immediate supervisors shall have access to an  
23 accurate accounting of the leave balance and history for the employees they  
24 supervise via PeopleSoft. Every effort shall be made to provide a monetary value  
25 associated with employee’s leave balance. Monthly statements of leave balances  
26 shall be made available to immediate supervisors via PeopleSoft. Immediate  
27 supervisors shall review available reports and notify Professional Standards of any  
28 cases of suspected abuse of leave.

29  
30 **(2) Rights and Responsibilities:** Immediate supervisors have the right to review  
31 leave requests. Immediate supervisors have the right to approve or deny requests,  
32 based on an assessment of disruption to the education environment or worksite.  
33 Immediate supervisors have the responsibility to honor all good faith requests.  
34 Immediate supervisors have the responsibility to provide notice to employees  
35 regarding available types of leave at least once annually. Immediate supervisors have  
36 the responsibility to communicate with employees and district staff regarding  
37 employee absences and leaves. Immediate supervisors have the responsibility to  
38 oversee and coordinate vacation schedules for employees at their location in order  
39 to minimize potential disruption.

1  
2 **(3) Requests:** Immediate supervisors shall respond to leave requests submitted by  
3 the employees they supervise by indicating if the request is approved or denied.  
4 Approval or denial of leave requests shall be made as far in advance as possible and  
5 no later than ten (10) business days after the request is made. Requests made  
6 twenty-four (24) hours or less before an absence may be denied. Requests made five  
7 (5) business days or less before an absence may require supporting documentation.  
8 Business days shall be defined as days that the District offices are open for business.  
9 Supporting documentation may be submitted in advance of an absence and must be  
10 provided no later than five (5) business days after an employee's return to work or  
11 the expiration of approved leave, whichever comes first. Immediate supervisor must  
12 report absences of three (3) consecutive days or more, or ten (10) days in a twelve-  
13 month period to Payroll and Human Resources.

14  
15 **(4) Rationale or Reason:** Immediate supervisors shall review the rationale or reason  
16 for the request. Employees are required to select from the following types of leave:  
17 Sick Leave, Vacation, or Temporary Duty. Additional commentary is not required by  
18 the employee, but may be requested in the event that an immediate supervisor  
19 suspects abuse of leave or if the absence may result in a disruption to the education  
20 environment or worksite.

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

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

33  
34 **(5) Types of Leave:** Immediate supervisors shall respond to leave requests for the  
35 types of leave mentioned in Article 12.02(5) and submit employee requests  
36 requiring District approval to Human Resources.

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

39 **(b) Vacation:** Immediate supervisors may approve requests in increments of one

1 (1) hour.

2 **(c) Temporary Duty:** Immediate supervisors may approve requests in  
3 increments of one (1) hour.  
4

5 **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial  
6 of an employee's request for leave into PeopleSoft. Immediate supervisors will make  
7 reasonable efforts to ensure a response is provided to the employee prior to the date  
8 for which the leave is requested. Immediate supervisors shall notify employees of  
9 the status of their leave request as soon as possible and no later than ten (10)  
10 business days after the request is made.

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

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

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

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

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

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

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

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

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

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

32 **(7) Disruption:** The request is for a day that will result in a disruption to the  
33 education environment or worksite, adequate staffing or coverage does not  
34 exist, or the request constitutes an abuse of leave.  
35

36 **(7) Rescind:** If a change in circumstances, including but not limited to an emergency,  
37 results in an approved leave creating disruption to the education environment or  
38 worksite, the Superintendent may rescind approved leave or authorize immediate  
39 supervisors to do the same. The immediate supervisor is responsible for providing

1 the employee with notice that an approved leave has been rescinded.

2  
3 **(8) Abuse of Leave:** Any absence that results in a disruption to the education  
4 environment or worksite may be considered an abuse of leave. If abuse of leave is  
5 suspected, immediate supervisors may request supporting documentation. Abuse of  
6 leave may result in a change in the type of leave recorded, or disciplinary action up  
7 to and including termination.

8  
9 **12.04 – DISTRICT**

10  
11 **(1) Notice:** Each fiscal year, Human Resources may provide employees and  
12 immediate supervisors with information on the types of leave mentioned in Article  
13 12.02(5). Immediate supervisors may provide employees with information on how to  
14 submit a request for leave, include those associated with Worker’s Compensation,  
15 the Family Medical Leave Act (FMLA), and other types of leave. Employees are  
16 responsible for submitting requests for leave and supporting documentation  
17 themselves.

18  
19 **(2) Accruals:**

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

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

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

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

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

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

39 **(b) Vacation:** Vacation shall be accrued in a manner consistent with School

1 Board Policy. Employee will no longer accrue vacation once they have reached  
2 the maximum accrual of 45 days or up to 360 hours for an employee with an  
3 8-hour work day.  
4

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

5  
6 **(3) Reports:** The District may make additional reports and queries regarding leave  
7 available to immediate supervisors via PeopleSoft.  
8

9 **(4) Rights and Responsibilities:** The District has the right to review leave  
10 requests. The District has the right to approve or deny requests, based on  
11 disruption to the education environment or worksite. The District has the  
12 responsibility to provide notice to employees regarding available types of leave.  
13 The District has the responsibility to communicate with employees regarding  
14 absences and leaves. Immediate supervisors may consult with Human Resources  
15 regarding requests for absences of three (3) or more consecutive days or more,  
16 or ten (10) days in a twelve-month period.  
17

18 **(5) Other Types of Leave:**

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

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

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

1 days or more will be without pay and will require School Board approval.

2 **(1) Request:** Employees shall be able to submit extended leave  
3 requests to their immediate supervisor and Human Resources.  
4 Requests shall be made as far in advance as possible. Requests must  
5 be made as far in advance as possible. Requests must be made five (5)  
6 business days or more in advance of an absence. Business days shall  
7 be defined as days that the District offices are open for business.  
8 Supporting documentation is required at the time the request is made.  
9 Failure to provide supporting documentation may result in denial of  
10 leave or disciplinary action up to and including termination.

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

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

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

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

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

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

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

38 **(d) Military:** In accordance with the Uniformed Services Employment and  
39 Reemployment Act (USERRA) and Florida Statute 115.09, employees may

1 request extended leave to attend to military duties. Military leave shall be  
2 granted in accordance with applicable state and federal law. Nothing herein  
3 shall be construed to expand any military leave privileges beyond applicable  
4 state and federal law.

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

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

14 **(1) Eligibility:** Eligible employees are entitled to concurrent use of their  
15 accrued sick and vacation leave during an FMLA covered absence.  
16 Eligible employees are entitled to twelve (12) work weeks of leave in a  
17 rolling twelve-month period for:

18 **(a) Birth:** The birth of a child and to care for the newborn child  
19 within one year of birth.

20 **(b) Adoption:** The placement of a child with the employee for  
21 adoption or foster care and to care for the newly placed child  
22 within one year of placement.

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

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

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

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

37 **(g) Domestic Violence or Sexual Violence:** In accordance with Florida  
38 Statute 741.313, employees are entitled to leave for three (3) working days in  
39 a twelve (12) month period, if the employee or a family or household member

1 is the victim of domestic violence or sexual violence. Existing Sick Leave shall  
2 be used for Domestic Violence or Sexual Violence leave. In the event the  
3 employee does not have accrued Sick Leave available, the Domestic Violence  
4 or Sexual Violence leave shall be leave without pay without any penalty to the  
5 employee.

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

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

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

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

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

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

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

32 **(h) Compassionate Leave:** Employees are entitled to leave for ten (10)  
33 working days in a twelve-month period, if the employee or a family or  
34 household member experiences a miscarriage, ectopic pregnancy, or molar  
35 pregnancy. An employee's request for privacy should be respected and  
36 employees have a right to keep this information confidential. Immediate  
37 supervisors may not request supporting documentation in situations where  
38 an employee requests compassionate leave. Existing Sick Leave shall be used  
39 for Compassionate Leave. In the event the employee does not have accrued



1 Sick Leave available, the Compassionate Leave shall be leave without pay,  
2 without any penalty to the employee.

3 **(i) Worker's Compensation:** In accordance with Florida Statute 1012.63,  
4 1012.69 and Chapter 440, employees may request leave for illness in the line  
5 of duty or injury in the line of duty (ILD). No more than ten (10) days in a fiscal  
6 year regardless of the number of illnesses or injuries and no more than ten  
7 (10) days for any single illness or injury. Employees do not accrue ILD. The  
8 District can change sick leave to ILD if a claim for Worker's Compensation (WC)  
9 is filed and determined to be compensable. Supporting documentation is  
10 required in order to be eligible for ILD. The District reserves the right to  
11 request medical examination by a licensed health care provider approved by  
12 the Board.

13 **(1) Childhood Illness:** Illnesses normally known as childhood diseases  
14 that are not normal adult illnesses are covered by WC. For example,  
15 mumps, measles, and chicken pox are covered, however, influenza and  
16 common colds are not.

17 **(6) Shared Sick Leave (Family Member):** In accordance with Florida Statute  
18 1012.61(e), employees may donate sick leave to their spouse, child, parent, or sibling  
19 who is also a district employee. Shared sick leave may not be included in terminal  
20 pay. Requests to share sick leave must be made to Payroll prior to the recipient  
21 absences for which they will apply. In order to be eligible to receive shared sick leave,  
22 the recipient must provide supporting documentation. Shared sick leave may not be  
23 used for personal leave. Employees do not accrue sick leave while using shared sick  
24 leave. Employees may not donate advance accruals. School Board Policy allows  
25 employees to share no more than twenty (20) days of shared sick leave at a time.  
26

27 **(7) Terminal Pay:** In accordance with Florida Statute and School Board Policy,  
28 employees are eligible for terminal payment of sick leave and vacation, if they have  
29 ten (10) years of services in a Florida Retirement System (FRS) eligible position.  
30 Terminal payment of sick leave and vacation may be made to the employee's  
31 designated beneficiary or the employee's estate, upon the death of a current  
32 employee. Payment amounts are based upon creditable years of service. Employees  
33 are not eligible for terminal pay if their termination is disciplinary in nature or if they  
34 resign during the pendency of an investigation into allegations of misconduct.

35 **(1) Sick Leave:** Terminal payment of sick leave shall be issued in a manner  
36 consistent with Florida Statute 1012.61 and School Board Policy. Issuance of  
37 terminal payment shall result in a leave balance of zero. Employees who end  
38 their employment with the District prior to earning a standard accrual to  
39 replace the advanced accrual are not entitled to terminal payment of days that

1 have not been earned and will forfeit any unearned advanced accruals. The  
2 amount of terminal pay shall be computed as follows:

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

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

9 **(c) Seven to Nine District Years:** during the years of service seven  
10 through nine (7-9) in the District, forty-five (45) percent of the hours of  
11 accumulated sick leave shall be multiplied times the base rate of pay.

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

15 **(e) Thirteen or More District Years:** during and after the thirteenth  
16 (13<sup>th</sup>) year of service in the District, one hundred (100) percent of the  
17 hours of accumulated sick leave shall be multiplied times the base rate  
18 of pay.

19  
20 **(2) Vacation:** Terminal payment of vacation shall be issued in a manner  
21 consistent with Florida Statute 1012.65 and School Board Policy. Issuance of  
22 terminal payment shall result in a vacation balance of zero.

23  
24 **(8) Sick Leave Pool:** Florida Statute 1012.61(3) allows for employees to pool sick  
25 leave provided certain statutory requirements are met, including maintenance of  
26 reliable and accurate records by the District showing the amount of sick leave  
27 accumulated by employees that is not used. The parties agree to study the feasibility,  
28 scope, and impact of reopening sick leave pool. The District will bring a  
29 recommendation for consideration in FY25 (2024-2025 school year).

30  
31 **(9) Insurance Coverage:** The insurance coverage of any employee whose request  
32 for leave is approved terminates on the first scheduled pay day that the employee  
33 does not receive a paycheck, except as otherwise provided by law or this agreement.  
34 To continue insurance coverage during leave, the employee must remit all premiums  
35 due thereafter when permitted.

36  
37 **(10) Outside Employment:** In accordance with School Board Policy, outside  
38 employment may not conflict with the terms and conditions of an approved leave,  
39 including extended leave. Immediate supervisors must report conflicts to

- 1 Professional Standards for review and may rescind approval of leave if a conflict
- 2 exists. Conflicts may result in disciplinary action up to and including termination.
- 3 Outside employment may be allowed for the following types of leave only:
- 4 association duty, military and professional development.

## ARTICLE 13 – PARTICIPATORY DECISION MAKING

1 **13.01 – CONCEPT:** Providing instructional staff with opportunities to participate in  
2 the decision-making process has a positive impact on employee retention, especially  
3 whenever there is a potential impact to the work being done in the classroom, school,  
4 or department. The interest-based process and good faith efforts to maintain a  
5 collaborative relationship through bargaining related committees reduces the  
6 likelihood of labor disputes allowing all staff the ability to focus on student  
7 achievement.

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

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

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

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

1 Labor/Management Committee is responsible for the appointment of  
2 members to all District-Based Committees, with each side having the final  
3 say in the appointment of members to represent their interests. The TALC  
4 Labor/Management Committee shall review the parameters for site-based  
5 participatory decision making.  
6

### 7 **13.03 – DISTRICT-BASED COMMITTEES:** 8

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

20 **(a) Timelines:** The parties agree to use the Interest Based process when  
21 requested by a super majority of TALC Bargaining Unit representatives, SPALC  
22 Bargaining Unit representatives, or District representatives. When using the  
23 Interest Based process, the parties will develop a decision-making timeline by  
24 mutual agreement of the parties which allows ample opportunity to discuss  
25 the issues of concern. In the event that a deadline for decision making lapses,  
26 the parties will revert to using majority vote to honor the deadlines in the  
27 agreed upon decision-making timeline.  
28

29 **(2) District Safety/Security Committee:** The District Safety/Security Committee is a  
30 standing committee that meets on a regularly scheduled basis. The District  
31 Safety/Security Committee shall be made up of sixteen (16) members, eight (8) from  
32 management, including the chairperson, and eight (8) from labor, with equal  
33 representation for each association representing an affected bargaining unit. The  
34 District Safety/Security Committee shall review district safety plans and unresolved  
35 site safety/security issues. Any committee recommendations shall be sent to the  
36 Superintendent’s designee and the TALC Labor/Management Committee by the  
37 chairperson.  
38

39 **(3) Instructional Calendar Committee:** The Instructional Calendar Committee is a

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

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

20  
21 **(5) Turnaround School Committee:** The Turnaround School Committee is a  
22 standing committee that meets on a regularly scheduled basis. The Turnaround  
23 School Committee shall evaluate and develop options to assist in improving working  
24 conditions at schools receiving the Turnaround School supplement.

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

34  
35 **13.04 – SITE-BASED COMMITTEES:** Instructional staff that serve on school-based  
36 committees represent the interests of individual worksites, therefore committee  
37 members will be elected by the instructional staff assigned to that worksite.  
38 Committee members will be elected by secret ballot election, to be counted by the  
39 Association's lead representative for the site and a site-based administrator. The

1 Association's lead representative or their designee shall be included on all school-  
2 based committees.

3  
4 **(1) Instructional Leadership Committee:** The Instructional Leadership Committee  
5 is a standing committee that meets on a regularly scheduled basis. The Instructional  
6 Leadership Committee shall be made up of no less than four (4) members, two (2)  
7 school-based administrators and two (2) members of the instructional staff. The  
8 Instructional Leadership Committee shall discuss potential labor issues without  
9 violating individual employee's right to confidentiality in employment matters.  
10 School-administrators or school-based union representatives may refer issues from  
11 these meetings to the TALC Labor/Management Committee for consideration.

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

23  
24 **(3) School or Site-Based Safety/Security Committee:** The School Safety/Security  
25 Committee is a standing committee that meets on a regularly scheduled basis. The  
26 School Safety/Security Committee shall be made up of no less than four (4) members,  
27 two (2) school-based administrators and two (2) members of the instructional staff.  
28 Committee members may make a written request for an emergency meeting of the  
29 School Safety/Security Committee. Written requests for an emergency meeting  
30 should specify the reason for the request and should include the Safety & Security  
31 Department. Requests must be responded to within 5 days.

### 32 33 **13.05 – WAIVER OF CONTRACT LANGUAGE**

34  
35 **(1) Request:** The Instructional Leadership Committee at any site may request a  
36 waiver of contract language in Article 5 (General Employment Practices), Article 6  
37 (Working Conditions), and Article 7 (Work Schedule). All other articles shall not be  
38 altered, modified, or deviated from without the express written consent of TALC and  
39 the District. Any alternation, modification, or deviation shall be memorialized in a

1 Memorandum of Understanding. Requests for a waiver of contract language shall be  
2 made to the TALC Labor/Management Committee.

3

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

11



## ARTICLE 14 – PROFESSIONAL DEVELOPMENT

1 **14.01 – PLANNING:** The District and the Association agree that a highly skilled  
2 workforce is needed to ensure each student reaches their highest potential. Regular  
3 professional development is an important part of building and maintaining a  
4 successful workforce. Planning of professional development will focus on an  
5 assessment of employee and workforce needs, the availability of resources, and will  
6 be based on the following:  
7

8 **(1) Legal Compliance:** In accordance with Florida Statute 1012.98, the District must  
9 develop and submit a Master In-service Plan (MIP) annually to the Florida  
10 Department of Education (FL DOE). Professional development must be job related,  
11 aligned with the District’s requirements for workforce development and succession  
12 planning, and support the maintenance of required certifications and licensure.  
13

14 **(2) Student Need:** Professional Development will work with Academic Services to  
15 develop a plan that supports District requirements based upon trends in student  
16 data, trends in employee performance evaluations, and other feedback provided as  
17 part of the participatory decision-making process.  
18

19 **(3) Employee Need:** Professional Development will conduct an annual survey of  
20 employee interests related to professional development. Weekly advertisements of  
21 professional development opportunities will be sent to all District employees via  
22 District email.  
23

24 **14.02 - LEARNING:** Professional development will be designed based upon research  
25 into best practices and will rely upon evidence-based approaches to instruction, in  
26 accordance with the Florida Professional Development Standards and the District’s  
27 MIP. Multiple instructional formats and methods will be utilized to differentiate  
28 instruction based upon the unique needs of individual learners.  
29

30 **(1) Organizational Onboarding:** Professional development will be provided to all  
31 new employees in the form of a Welcome Aboard training and New Employee  
32 Orientation (NEO). Accomplished Professional Practices for the Lee County Education  
33 System (APPLES) training will be offered to all newly hired instructional staff, however  
34 instructional staff with verified work experience will have the opportunity to waive  
35 this requirement, with approval from their site-based administrator, upon the  
36 completion of required APPLES professional development courses.  
37

1 **(2) Mandatory Training and Safety Requirements:** All employees are required to  
2 complete annual training related to protection of the health, safety, and welfare of  
3 students and staff. Additional mandatory training may be required based upon a  
4 stated need by Professional Development or administrator recommendation.

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

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

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

23  
24 **14.03 - IMPLEMENTING:** Professional development will be focused on the delivery  
25 of job embedded training opportunities, including mentoring and other flexible  
26 training opportunities, and will be responsive to student and employee needs.

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

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

1 **(3) Scheduling:** Professional development will be scheduled based upon employee  
2 input and will seek to reduce the need for disruptions to the educational  
3 environment, including limiting the need for employee absence during instructional  
4 hours and the need for employees to attend to professional development outside of  
5 regularly scheduled work hours. Professional development may be scheduled for the  
6 summer break, Thanksgiving break, winter break, or spring break. Professional  
7 development may be scheduled for afternoons, evenings, or weekends. Professional  
8 development may be scheduled during the pre-school week and on designated early  
9 dismissal days as established by the District Calendar Committee. Professional  
10 development may be scheduled during PLCs, if requested by the employee members  
11 of the PLC.

12  
13 **14.04 - EVALUATING:** Professional Development will utilize pre-course and post-  
14 course assessments to measure the effectiveness of professional development.  
15 Employees may be required to complete a post-course evaluation survey in order to  
16 ensure adequate employee feedback. Cyber security measures, including but not  
17 limited to electronic sign-in and passkeys, may be utilized to ensure the integrity of  
18 professional development systems.

19  
20 **(1) Records:** In-service records will be maintained and will be available to employees  
21 and their immediate supervisors for review. Professional development will routinely  
22 audit courses and records to assess course content, the availability of professional  
23 development opportunities, and course completion data

## ARTICLE 15 – DURATION AND ACCEPTANCE

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

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

15  
16 **15.03 – DURATION:** The duration of this agreement is three (3) years: FY24 (2023-  
17 2024 school year), FY25 (2024-2025 school year) and FY26 (2025-2026 school year).

18  
19 **(1) Re-opener:** The parties agree to commence negotiations of a re-opener no later  
20 than March 31, 2024.

21  
22 **(2) Successor Agreement:** The parties agree to commence negotiations for a  
23 successor agreement no later than June 30, 2025.

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

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


1 **15.05 – SEVERABILITY:** If any article of this Agreement is declared illegal by a court  
2 of competent jurisdiction or as a result of a change in state or federal law, the parties  
3 shall meet as soon as practicable to modify the article to the extent necessary to bring  
4 it into legal compliance. The remaining articles shall remain in full force and effect for  
5 the duration of this Agreement.

6  
7 **15.06 - EXPIRATION** This Agreement, together with all the terms, conditions and  
8 effects thereof, shall expire on June 30, 2026, and in no event shall any other articles  
9 of this Agreement contravene the expiration of this Agreement.

**FY24 (2023-2024 school year, FY25 (2024-2025 school year), and FY26 (2025-2026 school year)  
TALC Collective Bargaining Agreement.**

This Agreement between the School District of Lee County and The Teachers' Association of Lee County is signed and effective on this 7<sup>th</sup> day of November 2023.

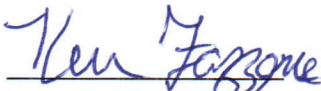
**The Teachers' Association of Lee County    The School District of Lee County**

  
Kevin Daly  
President


11/7/23  
Date

  
Armor Persons  
School Board Chair

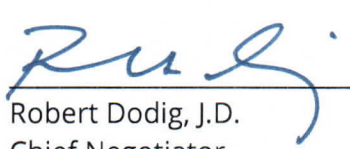
11/8/23  
Date

  
Kerr Fazzone, Ph.D.  
Chief Negotiator

11/7/23  
Date

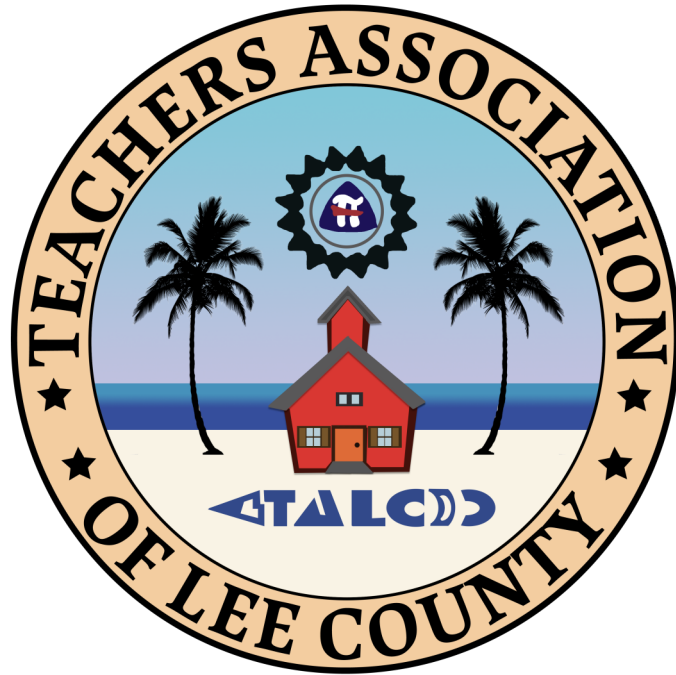
  
Christopher Bernier, Ed.D.  
Superintendent

11/8/2023  
Date

  
Robert Dodig, J.D.  
Chief Negotiator

11/7/23  
Date

APPROVED  
NOV 07 2023  
SCHOOL BOARD OF  
LEE COUNTY



Scan to join YOUR union, the  
Teachers Association of Lee  
County, TODAY!

**SCAN ME**



THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
GRIEVANCE REPORT FORM

Grievant(s): \_\_\_\_\_

EE ID #: \_\_\_\_\_

School/Department: \_\_\_\_\_

LOC #: \_\_\_\_\_

Job Title/Position: \_\_\_\_\_

JDE #: \_\_\_\_\_

Bargaining Unit: SPALC or TALC

Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Supervisor: \_\_\_\_\_

Filed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Representative: \_\_\_\_\_

Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_

Level: Informal Formal (Level I) Formal (Level II) Formal (Level III)

Statement of Fact(s):

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

CBA Article(s) Grievied:

\_\_\_\_\_

Impact Statement:

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

Relief Sought:

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

Disposition:

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

\_\_\_\_\_  
Immediate Supervisor or Superintendent's Designee

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Response

CC: Immediate Supervisor  
Superintendent  
Legal Services  
Grievance File



# INSTRUCTIONAL POSITIONS

Position	JDE	Work Year	Salary Schedule	Last Action
<b>CLASSROOM</b>				
Teacher, Classroom	T-1.04	196, 201, 206, 216, 226, 255	Instructional	01/26/2021
Teacher, Exceptional Student Education (Separate Classroom/Self-Contained)	T-1.03	196	Instructional	01/26/2021
Teacher, Learning and Leadership	T-1.16	226	Instructional	01/26/2021
Teacher, Peer Collaborative	T-1.17	196	Instructional	01/26/2021
Teacher, Professional Development Resource	T-1.02	196	Instructional	01/26/2021
Teacher, Transformation	T-1.18	196	Instructional	01/26/2021
Teacher, Virtual Education	T-1.12	196	Instructional	01/26/2021
Teacher on Assignment (District)	T-1.09	196, 201, 206, 226, 255	Instructional	01/26/2021
<b>NON-CLASSROOM</b>				
Advisor, Financial Aid	A-7.01	255	Instructional	01/26/2021
Coach, Diversity and Inclusion	C-30.06	226	Instructional	01/26/2021
Coach, Literacy	C-30.02	196	Instructional	01/26/2021
Coach, Literacy (District)	C-30.04	196, 206	Instructional	01/26/2021
Coach, Mathematics	C-30.01	196	Instructional	01/26/2021
Coach, Mathematics (District)	C-30.05	206	Instructional	01/26/2021
Coach, Science	C-30.03	196	Instructional	01/26/2021
Dean, Student Discipline	D-1.11	196	Instructional	01/26/2021
Instructor, Healthy Fit Lab	P-18.01	196	Instructional	01/26/2021
Instructor, Healthy Living Lab	M-1.38	196	Instructional	01/26/2021
Specialist, Behavior	S-11.56	196	Instructional	01/26/2021
Specialist, Career	S-11.04	196	Instructional	01/26/2021
Specialist, Coaching (District)	S-11.69	196	Instructional	01/26/2021
Specialist, Content (District)	S-11.77	226	Instructional	01/26/2021
Specialist, Education (Primary)	S-11.07	196	Instructional	01/26/2021
Specialist, English for Speakers of Other Languages	S-11.05	196	Instructional	01/26/2021
Specialist, Exceptional Student Education (Child Find)	S-11.46	196, 216	Instructional	01/26/2021
Specialist, Exceptional Student Education (Florida Inclusion Network)	S-11.72	196	Instructional	01/26/2021
Specialist, Exceptional Student Education (Parent Services)	S-11.48	196, 216	Instructional	01/26/2021
Specialist, Exceptional Student Education (Professional Development)	S-11.47	196, 216	Instructional	01/26/2021
Specialist, Exceptional Student Education (Staffing)	S-11.38	196	Instructional	01/26/2021
Specialist, Learning Resource	S-11.65	196	Instructional	01/26/2021
Specialist, Media	S-11.02	196	Instructional	01/26/2021
Specialist, Prevention (Teacher on Assignment)	S-11.67	196	Instructional	01/26/2021
Specialist, Program (Title I)	P-12.10	196	Instructional	01/26/2021
Specialist, Reading	S-11.19	196	Instructional	01/26/2021
Specialist, Student Enrollment (Program Placement)	S-11.75	196, 255	Instructional	01/26/2021

Specialist, Support (District Intervention)	S-11.33	196	Instructional	01/26/2021
Specialist, Support (School Intervention)	S-11.70	196	Instructional	01/26/2021
Specialist, Technology	S-11.49	226	Instructional	01/26/2021
Specialist, Translator (ESOL)	S-11.51	196	Instructional	01/26/2021
<b>SPECIAL INSTRUCTIONAL</b>				
Athletic Trainer	T-16.03	196	Special Instructional	01/26/2021
Board-Certified Behavior Analyst	A-13.09	196	Special Instructional	01/26/2021
Licensed Mental Health Professional (District)	L-1.01	201	Special Instructional	01/26/2021
Occupational Therapist	T-16.05	196	Special Instructional	01/26/2021
Physical Therapist	T-16.06	196	Special Instructional	01/26/2021
School Counselor	C-51.01	196, 201, 206, 226	Special Instructional	01/26/2021
School Nurse	N-1.01	196	Special Instructional	01/26/2021
School Psychologist	P-16.03	196, 206	Special Instructional	01/26/2021
School Social Worker	S-8.03	196, 206, 216	Special Instructional	01/26/2021
School Social Worker (District Lead)	S-8.02	216	Special Instructional	03/10/2020
Speech-Language Pathologist	S-11.58	196	Special Instructional	01/26/2021
School Social Worker (Foster Liaison)	S-8.05	196, 216, 226, 255	Special Instructional	08/08/2023
School Social Worker (Homeless Liaison)	S-8.06	196, 216, 226, 255	Special Instructional	08/08/2023

**INSTRUCTIONAL SUPPLEMENT SALARY SCHEDULE**

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

<b>ASSESSMENT</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 *Amount</b>
<b>Testing Coordinator (1)</b>						
Includes Hospital Homebound						
	1 - 500 Students	Yes	No	S-35.57	\$1,215.00	\$1,215.00
	501 - 1,000 Students	Yes	No	S-35.57	\$1,417.50	\$1,417.50
	1,001 - 1,500 Students	Yes	No	S-35.57	\$1,620.00	\$1,620.00
	1501+ Students	Yes	No	S-35.57	\$2,227.50	\$2,227.50
<b>Assistant Testing Coordinator</b>						
	501-1000 Students = 1 Assistant 1001-1500 Students = 2 Assistants 1501 Students = 3 Assistants	Yes	No	S-35.67	\$1,012.50	\$1,012.50
<b>DISTRICT PROGRAMS</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>Communications Contact Person</b>		Yes	No	S-35.62	\$405.00	\$405.00
<b>Grants and Developemnt Resourse Contact Person</b>		Yes	No	S-35.77	\$405.00	\$405.00
<b>School Volunteer Contact Person</b>		Yes	No	S-35.47	\$405.00	\$405.00
<b>CURRICULUM</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>Agriculture Teacher</b>		No	No	-	\$1,296.00	\$1,296.00
<b>Special Center</b> (Royal Palms, Buckingham, Success, Young Parent Education Program, DJJ)		No	No	-	\$4,000.00	\$4,000.00
<b>DISTRICT WIDE - SECONDARY</b>						
<b>District Subject Area Specialist</b>						
	English/Language Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Reading	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Social Science	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Mathematics	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Health & Physical Education	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	World Languages	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Science	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Visual Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Performing Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
<b>DISTRICT WIDE - ELEMENTARY</b>						
<b>District Subject Area Specialist</b>						
	English/Language Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Reading	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Social Science	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Mathematics	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Health & Physical Education	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	World Languages	Yes	No	S-35.32	\$2,430.00	\$2,430.00

	Science	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Visual Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
	Performing Arts	Yes	No	S-35.32	\$2,430.00	\$2,430.00
<b>ACADEMIC ENRICHMENT</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>DISTRICT WIDE</b>						
<b>District Elementary Science Expo Director (1)</b>		Yes	No	S-35.09	\$1,417.50	\$1,417.50
<b>District Inventors Fair Director (1)</b>		Yes	No	S-35.10	\$1,417.50	\$1,417.50
<b>District Science Fair Director (1)</b>		Yes	No	S-35.31	\$1,417.50	\$1,417.50
<b>Environmental Education (EE) Field Event Instructor</b>		Yes	No	S-35.60	\$1,053.00	\$1,053.00
<b>Faculty Environmental Education (EE) Coordinator (1)</b>						
	1-20 full-time instructional employees per school	Yes	No	S-35.37	\$405.00	\$405.00
	21+ full time instructional employees per school	Yes	No	S-35.37	\$607.50	\$607.50
<b>HIGH SCHOOL</b>						
<b>Academic Competition Coach</b>						
	Mathematics	Yes	No	S-35.01	\$810.00	\$810.00
	Science	Yes	No	S-35.01	\$810.00	\$810.00
	Social Science	Yes	No	S-35.01	\$810.00	\$810.00
	Language Arts	Yes	No	S-35.01	\$810.00	\$810.00
	World Languages	Yes	No	S-35.01	\$810.00	\$810.00
	Reading	Yes	No	S-35.01	\$810.00	\$810.00
	Non-Departmental	Yes	No	S-35.01	\$810.00	\$810.00
<b>Assistant Academic Competition Coach (1)</b>		Yes	No	S-35.04	\$405.00	\$405.00
<b>School-Based History Fair Sponsor</b>		Yes	Yes	S-35.78	\$810.00	\$810.00
<b>School-Based Inventors Fair Director</b>		Yes	Yes	S-35.79	\$810.00	\$810.00
<b>School-Based-Mock Trial Sponsor</b>		Yes	Yes	S-35.80	\$810.00	\$810.00
<b>School-Based Science Fair Director (1)</b>		Yes	Yes	S-35.51	\$607.50	\$607.50
<b>MIDDLE SCHOOL/K-8</b>						
<b>Academic Competition Coach</b>						
	Mathematics	Yes	No	S-35.01	\$810.00	\$810.00
	Science	Yes	No	S-35.01	\$810.00	\$810.00
	Social Science	Yes	No	S-35.01	\$810.00	\$810.00
	Language Arts	Yes	No	S-35.01	\$810.00	\$810.00
	World Languages	Yes	No	S-35.01	\$810.00	\$810.00
	Reading	Yes	No	S-35.01	\$810.00	\$810.00
	Non-Departmental	Yes	No	S-35.01	\$810.00	\$810.00
<b>School-Based History Fair Sponsor</b>		Yes	Yes	S-35.78	\$810.00	\$810.00
<b>School-Based Inventors Fair Director</b>		Yes	Yes	S-35.79	\$810.00	\$810.00
<b>School-Based Science Fair Director (1)</b>		Yes	Yes	S-35.51	\$607.50	\$607.50
<b>ELEMENTARY SCHOOL</b>						
<b>Academic Competition Coach (4)</b>		Yes	No	S-35.01	\$607.50	\$607.50
<b>School-Based Inventors Fair Director</b>		Yes	Yes	S-35.79	\$810.00	\$810.00
<b>School-Based Science Fair Director (1)</b>		Yes	Yes	S-35.51	\$810.00	\$810.00

LEADERSHIP		Career Ladder	Grant Funded	JDE	FY23 Amount	FY24 Amount
<b>ALL LEVELS</b>						
<b>Administrative Designee</b>		Yes	No	S-35.03	\$405.00	\$405.00
<b>School Improvement Plan (SIP) Coordinator</b> (if elected)		Yes	No	S-35.50	\$607.50	\$607.50
<b>Teacher-on-Special-Assignment</b>		No	No	T-1.09	\$1,336.50	\$1,336.50
<b>Team Leader - (1 Per Zone)</b>						
	ESE	Yes	No	S-35.56	\$1,417.50	\$1,417.50
	Licensed Mental Health Professional	Yes	No	S-35.56	\$1,417.50	\$1,417.50
	School Counselor	Yes	No	S-35.56	\$1,417.50	\$1,417.50
	School Nurse	Yes	No	S-35.56	\$1,417.50	\$1,417.50
	School Psychologist	Yes	No	S-35.56	\$1,417.50	\$1,417.50
	School Social Worker	Yes	No	S-35.56	\$1,417.50	\$1,417.50
<b>POST SECONDARY</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
	1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
	4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
	7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
<b>HIGH SCHOOL</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
	1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
	4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
	7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
	10+ full-time staff members	Yes	No	S-35.24	\$1,417.50	\$1,417.50
<b>MIDDLE SCHOOL</b>						
<b>Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as assigned by job code.						
	1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
	4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
	7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
	10+ full-time staff members	Yes	No	S-35.24	\$1,417.50	\$1,417.50
	Team Leader - 1 per 7 Instructional Staff Members	Yes	No	S-35.56	\$810.00	\$810.00
<b>K-8 SCHOOL</b>						

<b>Department Chairperson -MIDDLE</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.						
	1-3 full-time staff members	Yes	No	S-35.24	\$810.00	\$810.00
	4-6 full-time staff members	Yes	No	S-35.24	\$1,012.50	\$1,012.50
	7-9 full-time staff members	Yes	No	S-35.24	\$1,215.00	\$1,215.00
	10+ full-time staff members	Yes	No	S-35.24	\$1,417.50	\$1,417.50
	Team Leader -1 per 7 Instructional Staff Members	Yes	No	S-35.56	\$810.00	\$810.00
<b>Grade-Level Chairperson - ELEMENTARY</b>						Based
on number of <b>full-time</b> instructional staff members per grade level. <i>Excluding: School Counselor, ESE, etc.</i>						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
	Prekindergarten				-	-
	Kindergarten				-	-
	First Grade				-	-
	Second Grade				-	-
	Third Grade				-	-
	Fourth Grade				-	-
	Fifth Grade				-	-
	Specials (1)				-	-
<b>ELEMENTARY SCHOOL</b>						
<b>ESE Department Chairperson</b>						
Based on number of <b>full-time</b> instructional staff members per department. Five sections are equal to one full-time instructional staff member as defined by job code.						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
<b>Grade-Level Chairperson: Based on number of full-time instructional staff members per grade level.</b> <i>Excluding: School Counselor, ESE, etc.</i>						
	1-3 full-time staff members	Yes	No	S-35.39	\$526.50	\$526.50
	4+ full-time staff members	Yes	No	S-35.39	\$1,012.50	\$1,012.50
	Prekindergarten				-	-
	Kindergarten				-	-
	First Grade				-	-
	Second Grade				-	-
	Third Grade				-	-
	Fourth Grade				-	-
	Fifth Grade				-	-
	Specials (1)				-	-
<b>PROFESSIONAL DEVELOPMENT</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*Paid upon receipt of a Manager's rating of "Highly Effective" or "Effective." + Paid upon verification of occupying position for duration of FY23 and FY24.						
	<b>Check and Connect Contact Person</b>	Yes	Yes	S-35.20	\$1,215.00	\$1,215.00
	<b>Cooperating Teacher</b>	Yes	Yes	S-35.26	\$200.00	\$200.00
	<b>Lead Mentor</b>	Yes	Yes	S-35.27	\$816.00	\$816.00

<b>Learning and Leadership Teacher (Senior)</b>	Yes	Yes	S-35.83	\$2,500.00	\$2,500.00		
<b>Mentor Teacher*</b> (Up to 2 Mentees)	Yes	Yes	S-35.65	\$684.93	\$816.00		
<b>School Inservice Representative (SIR) (1)</b>	Yes	No	S-35.52	\$607.50	\$607.50		
<b>Teacher, Learning and Leadership*</b>	No	Yes	T-1.16	\$10,125.00	\$10,125.00		
<b>Teacher, Peer Collaborative *</b>	No	Yes	T-1.17	\$10,125.00	\$10,125.00		
<b>Teacher, Transformation* +</b>	No	Yes	T-1.18	\$15,187.50	\$15,187.50		
*Supplements per school based on student enrollment.							
<b>SAFETY AND SECURITY*</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>		
<b>HIGH SCHOOL</b>							
<b>Safety/Security Supervisor</b>							
	Up to 1,799 = 2	1,800+ =3	Yes	No	S-35.48	\$810.00	\$810.00
<b>ELEMENTARY/MIDDLE SCHOOL/POST-SECONDARY</b>							
<b>Safety/Security Supervisor</b>							
	Up to 500 = 1 501 - 1,000 = 2 1,001+ = 3		Yes	No	S-35.48	\$810.00	\$810.00
<b>STUDENT SERVICES &amp; EXCEPTIONAL STUDENT EDUCATION (ESE)</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>		
<b>SPECIAL INSTRUCTIONAL</b>							
<b>Board-Certified Behavior Analyst</b>	No	Yes	A-13.09	\$7,492.50	\$7,492.50		
BCBA- Certification	No	Yes	-	\$607.50	\$607.50		
<b>ESE Teacher</b> <i>Excluding: Special Instructional Staff</i>	No	No	T-1.04	\$1,012.50	\$1,012.50		
<b>Occupational Therapist</b>	No	No	T-16.05	\$7,492.50	\$7,492.50		
<b>Physical Therapist</b>	No	No	T-16.06	\$7,492.50	\$7,492.50		
<b>School Counselor</b>	No	No	C-51.01	\$1,842.75	\$1,842.75		
Licensed Mental Health Counselor	Yes	No	-	\$607.50	\$607.50		
<b>Licensed Mental Health Professional</b>	No	No	L-1.01	\$1,842.75	\$1,842.75		
Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
Licensed Marriage & Family Therapist	Yes	No	-	\$607.50	\$607.50		
Licensed Mental Health Counselor	Yes	No	-	\$607.50	\$607.50		
<b>School Nurse (Registered Nurse only)</b>	No	No	N-1.01	\$2,430.00	\$2,430.00		
<b>School Psychologist</b>							
School Psychologist w/	No	No	P-16.03	\$8,100.00	\$8,100.00		
School Psychologist w/o NASP Certification	No	No	P-16.03	\$7,492.50	\$7,492.50		
Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
Licensed Psychologist	Yes	No	-	\$607.50	\$607.50		
<b>School Social Worker</b>							
School Social Worker	No	No	S-8.03	\$1,842.75	\$1,842.75		
Licensed Clinical Social Worker	Yes	No	-	\$607.50	\$607.50		
<b>Speech-Language Pathologist</b>							
Speech-Language Pathologist w/ Certificate of Clinical Competency	No	No	S-11.58	\$8,100.00	\$8,100.00		
Speech-Language Pathologist w/o Certificate of Clinical Competency	No	No	S-11.58	\$7,492.50	\$7,492.50		

ALL LEVELS						
<b>Equity Contact Person (1)</b>						
	1-20 full-time instructional employees per school	Yes	No	S-35.34	\$405.00	\$405.00
	21+ full-time instructional employees per school	Yes	No	S-35.34	\$607.50	\$607.50
<b>ESOL Contact Person</b>						
	Student Contact: 0 - 175	Yes	No	S-35.36	\$810.00	\$810.00
	Student Contact: 176 - 275	Yes	No	S-35.36	\$1,012.50	\$1,012.50
	Student Contact: 276+	Yes	No	S-35.36	\$1,215.00	\$1,215.00
DEPARTMENTS						
<b>Equity Contact Person</b>						
	1-20 full-time instructional employees per department	Yes	No	S-35.34	\$405.00	\$405.00
	21+ full-time instructional employees per department	Yes	No	S-35.34	\$607.50	\$607.50
	<b>School Inservice Representative (SIR) (1)</b>	Yes	No	S-35.52	\$405.00	\$405.00
MIDDLE SCHOOL						
	<b>Gifted Assessment Team (GAT) Contact Person</b>	Yes	No	S-35.71	\$405.00	\$405.00
	<b>Positive Behavior Support (PBS) Contact Person</b>	Yes	No	S-35.72	\$405.00	\$398.70
ELEMENTARY SCHOOL						
	<b>Gifted Assessment Team (GAT) Contact Person</b>	Yes	No	S-35.71	\$405.00	\$405.00
	<b>Positive Behavior Support (PBS) Contact Person</b>	Yes	No	S-35.72	\$607.50	\$607.50
<b>ACTIVITIES / CLUBS</b>		<b>Career Ladder</b>		<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
STUDENT PUBLICATIONS						
HIGH SCHOOL/POST-SECONDARY*						
	<b>Broadcast/Television Advisor</b>	Yes	No	S-35.15	\$405.00	\$405.00
	<b>Literary Magazine Advisor</b>	Yes	No	S-35.46	\$810.00	\$810.00
	<b>Newspaper Advisor</b>	Yes	No	S-35.46	\$810.00	\$810.00
	<b>Yearbook Advisor</b>	Yes	No	S-35.59	\$1,215.00	\$1,215.00
MIDDLE SCHOOL						
	<b>Newspaper Advisor</b>	Yes	No	S-35.46	\$607.50	\$607.50
	<b>Yearbook Advisor</b>	Yes	No	S-35.59	\$607.50	\$607.50
ELEMENTARY SCHOOL						
	<b>Yearbook Advisor</b>	Yes	No	S-35.59	\$405.00	\$405.00
REGISTERED STUDENT ORGANIZATIONS						
HIGH SCHOOL						
<b>Class Sponsor</b>						
	Senior	Yes	No	S-35.22	\$1,012.50	\$1,012.50
	Junior	Yes	No	S-35.22	\$1,012.50	\$1,012.50
	Sophomore	Yes	No	S-35.22	\$405.00	\$405.00
	Freshman	Yes	No	S-35.22	\$405.00	\$405.00
	<b>Community Service Club Advisor (3)</b>	Yes	No	S-35.23	\$405.00	\$405.00



<b>Exceptional Student Education (ESE) Peer Mentor Club Sponsor</b>	Yes	No	S-35.69	\$405.00	\$405.00
<b>Future Educators of America Sponsor (1)</b>	Yes	No	S-35.38	\$1,012.50	\$1,012.50
<b>Interest Club Sponsor</b>					
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
<b>JROTC Sponsor (1) (Year Round)</b>	Yes	No	S-35.68	\$1,822.50	\$1,822.50
<b>National Honor Society Advisor</b>	Yes	No	S-35.44	\$607.50	\$607.50
<b>National Technical Honor Society Advisor (1)</b>	Yes	No	S-35.70	\$607.50	\$607.50
<b>Student Council Sponsor</b>	Yes	No	S-35.55	\$1,215.00	\$1,215.00
<b>Career Club Sponsor (4)</b>	Yes	No	S-35.58	\$810.00	\$810.00
<i>Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.</i>					
<b>MIDDLE SCHOOL/K-8</b>					
<b>Community Service Club Advisor (2)</b>	Yes	No	S-35.23	\$405.00	\$405.00
<b>Exceptional Student Education (ESE) Peer Mentor Club Sponsor</b>	Yes	No	S-35.69	\$405.00	\$405.00
<b>Future Educators of America Sponsor (1)</b>	Yes	Yes	S-35.38	\$810.00	\$810.00
<b>Interest Club Sponsor</b>					
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
<b>National Junior Honor Society Advisor (1)</b>	Yes	No	S-35.45	\$405.00	\$405.00
<b>Student Council Sponsor</b>	Yes	No	S-35.55	\$810.00	\$810.00
<b>ELEMENTARY SCHOOL</b>					
<b>Community Service Club Advisor</b>	Yes	No	S-35.23	\$405.00	\$405.00
<b>Exceptional Student Education (ESE) Peer Mentor Club Sponsor</b>	Yes	No	S-35.69	\$405.00	\$405.00
<b>Interest Club Sponsor</b>					
<i>Examples: Scholars Club, Foreign Language, SADD, etc.</i>					
Up to 500 Students - 5	Yes	No	S-35.42	\$202.50	\$202.50
501+ Students - 9	Yes	No	S-35.42	\$202.50	\$202.50
<b>School Safety Patrol Supervisor (1)</b>	Yes	No	S-35.49	\$405.00	\$405.00
<b>ARTS</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>HIGH SCHOOL</b>					
<b>Art Director</b>	Yes	No	S-35.63	\$405.00	\$405.00
<b>Band Director</b>	Yes	No	S-35.11	\$4,050.00	\$4,050.00
<b>Assistant Band Director</b>	Yes	No	S-35.05	\$1,620.00	\$1,620.00
<b>Associate Band Instructor</b>	Yes	No	S-35.64	\$810.00	\$810.00
<b>Choral Director</b>	Yes	No	S-35.19	\$1,822.50	\$1,822.50
<b>Director of Dance (Arts Schools Only)</b>	Yes	No	S-35.25	\$1,822.50	\$1,822.50
<b>Director of Drama</b>	Yes	No	S-35.28	\$1,822.50	\$1,822.50
<b>Strings Director</b>	Yes	No	S-35.54	\$1,417.50	\$1,417.50
<b>MIDDLE SCHOOL</b>					
<b>Art Director</b>	Yes	No	S-35.63	\$405.00	\$405.00

<b>Band Director</b>	Yes	No	S-35.14	\$1,822.50	\$1,822.50
<b>Choral Director</b>	Yes	No	S-35.21	\$1,012.50	\$1,012.50
<b>Director of Dance</b> (Arts Schools Only)	Yes	No	S-35.25	\$1,215.00	\$1,215.00
<b>Director of Drama</b>	Yes	No	S-35.30	\$810.00	\$810.00
<b>Strings Director</b>	Yes	No	S-35.54	\$1,417.50	\$1,417.50
<b>ELEMENTARY SCHOOL</b>					
<b>Art Director</b>	Yes	No	S-35.63	\$405.00	\$405.00
<b>Director of Dance</b> (Arts Schools Only)	Yes	No	S-35.25	\$405.00	\$405.00
<b>Director of Drama</b>	Yes	No	S-35.29	\$405.00	\$405.00
<b>Music Director</b>	Yes	No	S-35.33	\$607.50	\$607.50
<b>Strings Director</b> (Arts Schools Only)	Yes	No	S-35.54	\$1,417.50	\$1,417.50
<b>ATHLETICS</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
<b>DISTRICT WIDE - ALL LEVELS</b>					
<b>Special Olympics Athletic Director (1)</b>	Yes	No	S-35.12	\$405.00	\$810.00
<b>Special Olympics Zone Assistant Athletic Director</b>					
East Zone	Yes	No	S-35.13	\$405.00	\$810.00
South Zone	Yes	No	S-35.13	\$405.00	\$810.00
West Zone	Yes	No	S-35.13	\$405.00	\$810.00
<b>HIGH SCHOOL - YEAR ROUND</b>					
Assistant Athletic/Activities Director (1)	Yes	No	S-35.75	\$3,159.00	\$3,159.00
<b>Athletic Trainer</b> All Athletic trainers must meet the qualifications found in 1012.46 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement. TALC Article 10.02(3)(b) does not apply to the Athletic Trainer position.	Yes	No	T-16.03	\$4,009.50	\$4,009.50
<b>Sports Safety Attendant (2)</b>	Yes	No	S-35.74	\$1,500.00	\$1,500.00
<b>Esports Head Coach</b>	Yes	Yes	S-35.82	\$810.00	\$810.00
<b>Esports Assistant Coach</b>	Yes	Yes	S-35.81	\$405.00	\$810.00
<b>Special Olympics Coach</b>	Yes	No	S-35.73	\$405.00	\$810.00
At the conclusion of the regular season, if the season is extended for FHSAA sponsored events, coaches shall be paid \$100 per week for the post-season period.					
<b>HIGH SCHOOL - FALL</b>					
<b>Bowling</b>					
Boys - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
Girls - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
<b>Cheerleading Sponsor (Fall)</b>					
Varsity	Yes	No	S-35.16	\$1,417.50	\$1,417.50
Junior Varsity	Yes	No	S-35.16	\$1,012.50	\$1,012.50
Freshman	Yes	No	S-35.16	\$810.00	\$810.00
<b>Cross Country</b>					
Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
<b>Football (Fall)</b>					
Head Athletic Coach	Yes	No	S-35.40	\$3,442.50	\$3,442.50
Assistant Athletic Coach	Yes	No	S-35.06	\$2,227.50	\$2,227.50

<b>Golf</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
<b>Swimming</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
<b>Volleyball</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>HIGH SCHOOL - WINTER</b>						
<b>Basketball</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,632.50	\$2,632.50
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,632.50	\$2,632.50
	Boys - Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Cheerleading Sponsor (Winter)</b>						
	Varsity	Yes	No	S-35.16	\$1,417.50	\$1,417.50
	Junior Varsity	Yes	No	S-35.16	\$1,012.50	\$1,012.50
	Freshman	Yes	No	S-35.16	\$810.00	\$810.00
<b>Soccer</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Weightlifting</b>						
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
<b>Wrestling</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Head Athletic Coach (Girls)	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Assistant Athletic Coach (Girls)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>HIGH SCHOOL - SPRING</b>						
<b>Baseball</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Beach Volleyball</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Football (Spring)</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$1,215.00	\$1,215.00
	Assistant Athletic Coach (7)	Yes	No	S-35.06	\$810.00	\$810.00
<b>Flag Football</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Softball</b>						
	Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Assistant Athletic Coach (2)	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Tennis</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50

	Girls - Head Athletic Coach	Yes	No	S-35.40	\$1,417.50	\$1,417.50
<b>Track</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Girls - Head Athletic Coach	Yes	No	S-35.40	\$2,430.00	\$2,430.00
	Boys - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
	Girls - Assistant Athletic Coach	Yes	No	S-35.06	\$1,822.50	\$1,822.50
<b>Unified Spor</b> (Bowling, Basketball, Soccer, Track, Flag Football)						
	Head Athletic Coach	Yes	No	S-35.40	\$640.00	\$640.00
<b>Weightlifting</b>						
	Boys - Head Athletic Coach	Yes	No	S-35.40	\$810.00	\$810.00
<b>MIDDLE SCHOOL - YEAR ROUND</b>						
<b>Athletic Director</b>						
	District Intramural Athletic Director (1)	Yes	No	S-35.43	\$3,645.00	\$3,645.00
	District Assistant Intramural Athletic Director (1 per zone)	Yes	No	S-35.07	\$607.50	\$607.50
	School Intramural Athletic Director (1)	Yes	No	S-35.43	\$2,227.50	\$2,227.50
	School Assistant Intramural Athletic Director (1)	Yes	No	S-35.07	\$1,215.00	\$1,215.00
	<b>Special Olympics Coach (1)</b>	Yes	No	S-35.73	\$405.00	\$405.00
<b>MIDDLE SCHOOL - FALL</b>						
<b>Basketball</b>						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
<b>Cross-Country</b>						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
<b>MIDDLE SCHOOL - WINTER</b>						
<b>Volleyball</b>						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
<b>Soccer</b>						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
<b>MIDDLE SCHOOL - SPRING</b>						
<b>Golf</b>						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
<b>Tennis</b>						
	Intramural Athletic Coach	Yes	No	S-35.41	\$810.00	\$810.00
<b>Track</b>						
	Boys - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
	Girls - Intramural Athletic Coach (1)	Yes	No	S-35.41	\$810.00	\$810.00
<b>ELEMENTARY SCHOOL</b>						
	<b>Special Olympics Coach (1)</b>	Yes	No	S-35.73	\$810.00	\$810.00
<b>"AT LARGE" SUPPLEMENTS*</b>		<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*Use of "At Large" supplements must be approved by the TALC Labor Management Committee.						
<b>High School (4)</b>		Yes	No	-	\$405.00	\$405.00
<b>Middle School (3)</b>		Yes	No	-	\$405.00	\$405.00

<b>Elementary School (3)</b>	Yes	No	-	\$405.00	\$405.00
<b>Post Secondary (2)</b>	Yes	No	-	\$405.00	\$405.00
<b>ADVANCE DEGREE SUPPLEMENTS*</b>	<b>Career Ladder</b>	<b>Grant Funded</b>	<b>JDE</b>	<b>FY23 Amount</b>	<b>FY24 Amount</b>
*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.					
<b>Master's Degree</b>	No	No	-	\$2,531.25	\$2,531.25
<b>Specialist Degree</b>	No	No	-	\$4,050.00	\$4,050.00
<b>Doctorate Degree</b>	No	No	-	\$5,062.50	\$5,062.50
**Certificate of Advanced Study or Certificate of Advanced Graduate Study may be eligible for the advanced degree supplement					
Grant funded supplements are only available if funding exists.					