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AGREEMENT

between

THE SCHOOL BOARD OF LEE COUNTY

and

TEACHERS ASSOCIATION OF LEE COUNTY



1984-85

Revised

1987-88

IN PURSUIT OF EXCELLENCE

Affirmative Action Equal Opportunity Employer

X- 8/90

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ARTICLE I - PARTIES TO AGREEMENT

SECTION 1 - PARTIES: This Agreement is entered into by and between The School Board of Lee County and the Teachers Association of Lee County in compliance with the provisions of Chapter 447, Florida Statutes, and shall continue in effect as specified in the article on Duration, Acceptance and Reopening of Agreement.

SECTION 2 - CERTIFICATION: Pursuant to the provisions of Chapter 447, Florida Statutes, The School Board of Lee County recognizes that the Teachers Association of Lee County has been certified by the Florida Public Employees Relations Commission as the sole and exclusive collective bargaining agent for all employees in the union described herein with respect to wages, hours and terms, and conditions of employment (PERC Case No. 8H-RC-754-1040, Certification No. 144).

SECTION 3 - BARGAINING UNIT: Those included in the bargaining unit are: all full-time, certified instructional personnel (which term shall include any employee employed in a position requiring a certificate whether or not such employee holds

a certificate) including but not limited to: all classroom teachers, media specialists, itinerant instructional personnel, school psychologists, visiting teachers, social workers, guidance counselors and occupational specialists employed by the employer.

SECTION 4 - EXCLUSIONS: Those excluded from the bargaining unit are: all other employees including but not limited to: supervisory employees, all managerial/confidential employees, superintendent, deputy superintendent, assistant superintendents, principals, assistant principals, deans, full-time directors, associate directors, assistant directors, consultants and coordinators.

SECTION 5 - DEFINITIONS:

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

ASSOCIATION: For the purpose of this Agreement, the term association shall mean the Teachers Association of Lee County.

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

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

PRINCIPAL: For the purpose of this Agreement, the term principal shall mean the primary administrator of a school or his/her designee.

IMMEDIATE SUPERVISOR: For the purpose of this Agreement, the term immediate supervisor shall mean:

- (a) In any school, the **immediate supervisor** is deemed to be the building principal or acting principal in his/her absence. Teachers shall be notified of the identity of the designee(s).
- (b) In the case of a teacher serving more than one school, the **immediate supervisor** shall be deemed to be the principal(s) with whom the grievance has been filed.
- (c) In the case of a member of the bargaining unit not assigned to an individual school, the **immediate supervisor** is deemed to be the coordinator or the director by whom the employee is evaluated.

ARTICLE II - RIGHTS AND PRIVILEGES OF PARTIES

SECTION 1 - TEACHER RIGHTS: Nothing contained herein shall be construed to deny or restrict to any teacher any rights he/she may have under the Constitution and Laws of the United States and of the State of Florida.

SECTION 2 - MANAGEMENT RIGHTS: The Board hereby retains and reserves unto itself, the Superintendent, the principals and other administrative personnel of the school system, without limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the Laws and Regulations of the United States and of the State of Florida, and the Policies of The School Board of Lee County, without any such exercise being made the subject of a grievance or arbitration proceeding hereunder except as otherwise provided in this Agreement.

SECTION 3 - PUBLIC RECORDS: Upon receipt of a written request identifying each specific public record desired by

the Association, the Board shall make available such public records as defined by Chapter 119, Florida Statutes, to be **Public Records**. Inspection, examination and the cost of duplication of such **Public Records** of the Board shall be in accordance with the provisions of Chapter 119, Florida Statutes.

SECTION 4 - FACILITIES: When approved as provided by policies of the Board, the Association shall have the privilege of using school facilities and equipment.

SECTION 5 - BOARD AGENDA: A copy of the agenda for each regular meeting of the Board shall be available to the Association on the day preceding the Board meeting and a copy of the minutes of such meetings shall be available to the Association after approval by the Board.

SECTION 6 - TEACHER DIRECTORY: Upon request, the Association shall be provided with **ten (10)** copies of the current annual teacher directory.

SECTION 7 - BULLETIN BOARDS: The Association shall have the exclusive privi-

lege as the labor organization for teachers of posting notices of Association meetings and other materials as approved under Section 8 on bulletin board space exclusively assigned to the Association for this purpose by the principal of each school. Such notices shall consist of the time, date and place at which a meeting will be held. The Association shall provide a copy of each notice to the principal or his/her designee prior to each posting.

SECTION 8 - MAILBOXES: The Association shall have the exclusive privilege as the labor organization for teachers, through its representative, of distributing notices of Association meetings in teacher mailboxes in schools. Such notices shall consist of the time, date and place at which a meeting will be held. In addition to notices of Association meetings, other materials such as Association newsletters, which relate to wages, hours, terms and conditions of employment of teachers, and do not advertise or otherwise promote the interests or cause of any commercial, political or non-school agency, individual or organization may be distributed in teacher mailboxes in schools. A copy of all materials placed in teacher mailboxes shall be given by

the Association to the office of the Superintendent prior to each distribution. The Association shall provide a copy of all materials with a notice for distribution from the Superintendent's office to the principal or his/her designee prior to placement in mailboxes. The Association shall have the use of the intra-school mail service for the delivery of notices of its meetings to school centers. This use is contingent upon the Board's receipt of an indemnification agreement from the Association, holding the Board harmless from all fines and attorney's fees resulting from any litigation on this issue. The Association's delivery location shall be the Board's central mailroom. The Association agrees to reimburse the Board for this service in the amount of five dollars (\$5.00) per month. A copy of each notice of Association meeting shall be subject to approval by the Superintendent prior to each distribution.

SECTION 9 - PAYROLL DEDUCTION:

Teachers shall have the right to request and be allowed dues and Association Insurance Program deductions provided that dues deduction and the proceeds thereof shall not be allowed if the Association

has lost its right to dues deduction pursuant to Chapter 447, Florida Statutes. Upon receipt of a properly executed authorization card from each teacher involved, on a form approved by the Board, the Board shall deduct from the teacher's paycheck the amount that the teacher has agreed to pay the Association. These deductions shall remain in effect unless such authorization is revoked by the teacher upon **thirty (30)** days written notice to the Board and to the Association. These deductions shall begin with the salary check received by the teacher for the pay period following the date of authorization. Deductions shall be made for each pay period for those teachers whose authorization card is received on or before **August 31** or for the sum as authorized in adjusted payments for teachers requesting deduction after this date. Any teacher who has requested deductions and who leaves the employment of the school district or terminates his/her authorization for payroll deductions shall not be required to pay any further amounts to the Association. Any dispute as to the amount deducted shall be solely between the Association and the teacher involved. The Association and the individual teacher shall hold the

School Board harmless for any liability arising from the deductions as certified by the Association. There shall be a charge of five cents (05¢) per check per member for the above deductions to be paid for by the Association.

SECTION 10 - BUILDING ACCESS: Designated representatives of the Association shall have the exclusive right as the labor organization for teachers to visit schools to conduct necessary Association business. Immediately upon arrival at any school facility, such representative shall make his/her presence known to the principal or designee and shall indicate the purpose of such business. In no event shall such representatives in any way interfere with the instructional program or in any manner interrupt the performance of job responsibilities of any teacher or other district employee. It shall be the right of the principal to determine that such activity does not interfere with the school program.

SECTION 11 - ASSOCIATION LEAVE: The president of the Association may be granted personal leave for the school year(s) of his/her term of office. Such leave shall be granted with the same privi-

leges and benefits approved with personal leave for other employees.

- (a) The President of the Association and/or his/her designee may be allowed to take up to a total of fifteen (15) days leave per year to conduct necessary Association business outside of the school district, provided written request thereof is submitted in advance to the Superintendent. The full cost of the certified substitute rate of pay shall be paid by the Association for each day of Association leave requested when the leave request is processed.

SECTION 12 - FACULTY MEETINGS:

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

SECTION 13 - CONSULTATION: The Association may request a consultation with the Superintendent for the purpose of seeking clarification and improving

communication in areas affecting terms or conditions of employment. Such consultation shall be initiated by a written request to the Superintendent. A proposed agenda shall be submitted by the Association at the time of the request. The meeting shall be set at a time that will not require employment of substitutes.

ARTICLE III - NEGOTIATION PROCEDURE

SECTION 1 - MEETING PLACE, TIME,

AGENDA: The meeting place, time and agenda for each collective bargaining session shall be as agreed upon by the superintendent and the Association's designated representative.

SECTION 2 - TENTATIVE AGREEMENTS:

Articles tentatively agreed upon at the table shall be signed by both parties.

SECTION 3 - SUCCESSOR AGREEMENT:

Request for an initial negotiation meeting relative to a successor agreement shall be made in writing to the superintendent between **April 1** and **June 1** of the term of any agreement. This meeting shall be held within fifteen (15) days of the date such request is received by the superintendent and shall be held at a time and place agreed upon by the superintendent and the Association's designated representative.

SECTION 4 - RATIFICATION:

No final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of those

voting from the bargaining unit. Within **fifteen (15)** days following tentative agreement between the negotiating teams, the Association shall submit the full agreement to the members of the bargaining unit for ratification or rejection. The superintendent shall promptly submit the full agreement to the Board for consideration and ratification or rejection.

SECTION 5 - PROCEDURE IN CASE OF NON-RATIFICATION: Should either the bargaining unit or board membership not ratify the tentative agreement, meetings between the negotiating teams must be convened within **twenty(20)** days. This section shall not apply if impasse is invoked.

SECTION 6 - IMPASSE: Impasse may occur only as provided for in Chapter 447, Florida Statutes.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION: A grievance is defined as a claim by a teacher, by name, or a group of teachers, by name, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. A grievance shall be processed as hereinafter provided.

SECTION 2 - REPRESENTATION: All members within the bargaining unit may have the right to be represented by the Association in the determination of a grievance. Nothing herein shall be construed to mandate Association representation of a bargaining unit member who is not also a member of the Association. However, nothing in this part shall be construed to prevent any member of the bargaining unit from presenting his/her own grievance in person or by legal counsel and having such grievance adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of this Agreement and if the Association has been given the opportunity to be present at any meeting called for the resolution of such grievances.

SECTION 3 - DEFINITION (Immediate Supervisor): For the purpose of administering the grievance procedure, the term **immediate supervisor** is defined as follows:

- (a) In any school, the **immediate supervisor** is deemed to be the building principal or acting principal in his/her absence.
- (b) In the case of a teacher serving more than one school, the **immediate supervisor** shall be deemed to be the principal(s) with whom the grievance has been filed.
- (c) In the case of a member of the bargaining unit not assigned to an individual school, the **immediate supervisor** is deemed to be the coordinator or the director by whom the teacher is evaluated.

SECTION 4 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn by the grievant at any time and at any step of this procedure provided, however, that same grievance may not be filed a second time by the same party.

SECTION 5 - WORKING DAYS: For the purpose of this grievance procedure, **working days** are defined as those days, Monday

through Friday, exclusive of holidays as provided by the instructional personnel and county staff calendars of The School Board of Lee County.

SECTION 6 - DATE OF DISPOSITION:

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

SECTION 7 - INFORMAL GRIEVANCE

PROCEDURE: In the event that a teacher believes that there is a basis for a grievance, he/she shall, within **ten (10)** working days of the alleged violation, or within **ten (10)** working days of the date of the teacher's proven knowledge of such violation, first discuss it in an informal manner with his/her immediate supervisor, either personally or accompanied by an Association representative, if the grievant so chooses. In the event that the grievant chooses to have an Association representative present, the grievant shall give the immediate supervisor at least **one (1)** working day's notice of the grievant's request for a meeting, the intended presence of an Association representative, and

the nature of the grievance. If the resolution of the grievance is not satisfactory to the grievant or if no disposition has been made within **five (5)** working days following the informal discussion with his/her immediate supervisor, the grievant may, within **fifteen (15)** working days, file a formal grievance with his/her immediate supervisor on the form set forth in Appendix C, and the steps of the formal grievance as provided in this Agreement shall be evoked.

SECTION 8 - FORMAL GRIEVANCE PROCEDURES:

STEP 1. A copy of the grievance shall be forwarded by the grievant to the Superintendent and to the Association at the same time the grievance is filed with the immediate supervisor. The immediate supervisor shall meet with the grievant, and his/her legal counsel or Association representative if the grievant so chooses, and attempt to resolve the grievance. Such meeting will require at least **two (2)** working days' notice and shall be held within the **ten (10)** working days of the date of filing of the formal grievance. The immediate supervisor shall indicate the disposition of the grievance in writing

within **seven (7)** working days of such meeting and shall furnish a copy thereof to the grievant, the Superintendent, and to the Association.

STEP II. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the time limits as provided in Step I, the grievant may submit his/her grievance, as filed in Step I, to the Superintendent within **ten (10)** working days of the date of disposition or the expiration of time limits for a disposition. The Superintendent shall meet with the grievant, and his/her legal counsel or Association representative if the grievant so chooses, within **ten (10)** working days of the date of filing, and attempt to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within **seven (7)** working days of such meeting and shall furnish a copy thereof to the grievant, the immediate supervisor, and to the Association.

STEP III. In the event the grievant is not satisfied with the disposition of the grievance at Step II, or if no disposition has been made within the time limits

as provided in Step II, the grievant, with the approval from and representation by the Association, may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. Submission of a grievance to arbitration shall be initiated by the grievant, his/her legal counsel or by his/her designated Association representative, by filing a written request with the American Arbitration Association and with the Superintendent within **ten (10)** working days of the date of the Step II disposition of the grievance or the expiration of time limits for a disposition. The disposition of the grievance made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no power to add or subtract from, modify or otherwise alter the terms of the collective bargaining agreement. The Board and the Association will share any information relative to the disposition of the grievance prior to or during arbitration.

SECTION 9 - EXPENSES: Each party shall bear its own expenses in connection with arbitration; provided however, the Association shall share equally with the Board only those fees and expenses of

the arbitrator and witnesses called by the arbitrator.

SECTION 10 - EXTENSION OF TIME

LIMITS: The time limits provided in this article may be extended by written agreement between the grievant, the Association, and the Board. Whenever illness or any other incapacity of the grievant prevents attendance at any grievance meeting, the time limits shall be extended to such time that the grievant can be present.

SECTION 11 - MISCELLANEOUS:

- (a) **Grievance Adjustments:** Adjustment of any grievance described herein shall not be inconsistent with the provisions of this Agreement.
- (b) **Rights Guaranteed by Law:** Nothing contained in the grievance procedure shall be construed to deny the Board, the Superintendent, the Association or any teacher the rights guaranteed to them under the laws of the State of Florida or the United States of America.
- (c) **Meetings - Privacy:** All meetings and hearings under the grievance procedure shall be held in private and shall include only such parties

with an interest, their representatives, and witnesses as necessary.

(d) **Release From Work:** All grievances shall be processed during times which do not interfere with or cause interruption of a grievant's work responsibilities, provided however, released time without loss of pay may be granted to teachers whose attendance is required when grievance meetings are held during working hours.

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

(f) **Grievance Records:** All official records of the processing of a grievance shall be confidential and be filed separately from the personnel

file of grievant.

- (g) **Time Limits:** Failure of the grievant to proceed with a grievance within the time hereinbefore provided shall bar the grievant from any further right to pursue that grievance.
- (h) **Jurisdiction:** Should a grievance arise as the result of an alleged violation of an Association Right as identified in Article II, Sections 3, 4, 5, 6, 7, 8 and 9 and the grievant and the principal agree that the principal is without the authority necessary to resolve the issue, the grievant may file the grievance with the Superintendent and proceed through the grievance procedure from Step II forward.
- (i) **Grievance Forms:** Standard forms (Appendix C) shall be made available to members of the bargaining unit and representatives of the Association upon request.

ARTICLE V - TEACHING CONDITIONS

SECTION 1 - WORK DAY: The basic work day for teachers shall be **seven and one-half (7½)** hours on all days when students are in attendance. On all teacher duty days and inservice days, the basic work day for teachers shall be seven (7) hours. The work day for teachers shall include:

- (a) A lunch time each day equivalent to the student lunch time, but not less than twenty-five (25) minutes. The teacher's lunch period shall be without direct responsibility for students.
- (b) Each middle and high school teacher shall be given one (1) continuous planning/conference time of not less than one instructional period per day. Elementary school teachers shall have planning/conference time totaling not less than fifty (50) minutes per day or the equivalent on a weekly basis to include a minimum of thirty (30) minutes per teacher per day except in those cases where this provision would create a disruption of the instructional program. Such time shall be used for lesson

preparation and for meeting other job description responsibilities.

- (c) Fulfillment of performance responsibilities as defined by the Board's job description for teachers shall be made available upon request to the individual supervisor.
- (d) The Board and the Association recognize that schools provide many learning activities other than in individual classrooms. When participation in such activities is found to be necessary, if volunteers are not available, assignments shall be on a rotating basis in a manner to insure an equitable distribution of additional responsibilities.
- (e) In addition to the above stated hours, other professional responsibilities such as attendance at faculty, or other official school related activities or meetings called by the principal, Superintendent or other administrative staff member, is required unless the teacher is excused by the administrative staff member calling the meeting. Every reasonable effort will be made by school administrators to minimize required attendance by teachers beyond the above-stated

hours.

- (f) Each building principal shall determine the arrival and leaving time of teachers assigned to each school. Teachers shall indicate their presence for duty upon arrival each day by personally signing the school's teacher duty roster and may leave their school or other scheduled duty area during the work day only with the approval of their principal or other immediate supervisor.

If volunteers are not available, when teacher participation in extracurricular activities is required and there is no additional compensation, assignments will be made on a rotating basis in a manner to insure equitable distribution of additional responsibilities.

Upon approval by the principal, teachers may be given access to the building to voluntarily perform job-related duties.

SECTION 2 - TEACHER PREPARATION:

For purposes of this section, the following definitions shall apply:

- (a) **Lesson Plans** - detailed daily descrip-

tion of instructional activities for students.

- (b) **Disclosure Documents** - A general statement of course requirements, materials and objectives.
- (c) **Course Outline** - A sketchy description of how the performance standards will be met over a 6-15 week period of instructional time.
- (d) **Course** - That body of instructional information identified by each specific course code directory number.

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

SECTION 3 - CHANGE OF SCHEDULES,

EMERGENCIES: In the event of an emergency or other unusual circumstances as determined by the principal or other immediate supervisor, a teacher's daily work schedule may be temporarily changed. When such a schedule change necessitates

the loss of a teacher's planning/conference period, and no volunteers are available, the loss of planning/conference period shall be on a rotating basis.

SECTION 4 - PHYSICAL FACILITIES:

The Board shall involve teachers in the preparation of educational specifications for school facilities. The specifications shall be used in planning and construction of new facilities and in the planning of additions or remodeling of existing facilities. These specifications will be used in consideration of the annual allocation of capital outlay funds to meet the facility needs of existing schools. Such specifications will give attention to but not be limited to:

- (a) teaching room/station for each teacher commensurate with the design capacity of the school
- (b) securable teacher desks and storage space for teaching materials and equipment
- (c) teacher preparation/rest areas and furnishings
- (d) adult restroom facilities
- (e) conference rooms
- (f) climate control

- (g) designated employee parking area
- (h) instructional equipment
- (i) chalkboards and tackboard areas
- (j) building and grounds safety and security provisions
- (l) custodial and maintenance provisions
- (m) acoustical control.

SECTION 5 - GRADES: Each teacher is responsible for assigning grades for his/her students and turning them in to his/her principal. No grade will be altered or cause to be altered without consultation, where possible, with the teacher who assigned the grade. Such consultation shall be for the purpose of reviewing the teacher's justification of the assigned grade. In each case, the decision of the principal shall, upon appeal by the teacher, be reviewed by the Superintendent and his/her decision shall be final. If a change is made, the record will reflect that the change was made by the Superintendent, principal or designee.

SECTION 6 - GRADE LEVEL AND DEPARTMENT CHAIRPERSON: Each opening for the position of grade level or department chairperson shall be announced prior to filling the position.

Teachers within the department or grade level shall have the right to make recommendations to the principal on persons to serve as grade level or department chairpersons. First consideration shall be given to applicants and persons recommended from within the school. The principal shall make the final determination in filling such vacancies and shall notify all applicants of his/her decision prior to the end of the school year. No department head or grade level chairperson shall be required to evaluate, in writing, other bargaining unit personnel.

SECTION 7 - MAKE-UP DAYS: The Board agrees to meet with the Association to discuss make-up days when schools are closed due to an emergency.

SECTION 8 - MILEAGE: Teachers required to travel as part of their regularly assigned responsibilities shall receive mileage reimbursement when such has been approved by the Superintendent prior to the assignment.

SECTION 9 - OTHER WORKING CONDITIONS: Where practicable, assemblies, testing programs, and other school activities

which may disrupt normal classroom instruction shall be rotated so that the same classes are not continually affected. Classrooms in which classes are being held shall be free of unnecessary interruptions by use of the intercommunications systems. Visitation to classrooms by non-school system personnel shall be approved by the principal and, when feasible, teachers shall be informed in advance. Teachers may volunteer for but shall not be required to assume administrative duties in the absence of the principal or other immediate supervisor.

SECTION 10 - REPORTS-CONTROL AND FORMS-CONTROL MANAGEMENT SYSTEM COMMITTEE:

- (a) There shall be a Lee County Reports—Control and Forms-Control Management System Committee as provided for in F.S. 229.555(2)(b)(1).
- (b) The above-named committee shall consist of at least **seven (7)** members; the teacher members to be appointed by the president of the Association and the administrative members to be appointed by the Board.
- (c) The above-named committee shall meet as needed at the call of the

chairperson of the committee, at times which will not require employment of substitutes, to develop procedures to recommend to the School Board, for eliminating, reducing, revising, and consolidating paperwork and data collection requirements.

- (d) The above-named committee shall prepare and submit to the School Board an annual report of its findings and recommendations.

ARTICLE VI - CLASS SIZE

The Board and the Association recognize that in addition to an adequate number of appropriate learning stations, textbooks, library materials, laboratory equipment and other teaching materials, the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that establishing class size constitutes the setting of a standard of service and that the allocation of regular classroom teachers shall be determined in a manner which is exclusive of the allocation of guidance counselors, occupational specialists, visiting teachers, school psychologists, elementary art, elementary music, and elementary physical education teachers, librarians, exceptional student education teachers, and personnel defined by Board policy as district administrative staff.

The Board shall make reasonable efforts to maintain an equitable distribution of students per teacher at all levels, and will work toward a consistent standard of daily student contacts per teacher at the secondary level.

A class size committee shall be formed consisting of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association president and chaired by the Superintendent's designee. The purpose of this committee shall be to make recommendations to the Superintendent regarding student-teacher ratios. The committee report shall be submitted to the Superintendent by March 1, 1988.

ARTICLE VII - TEACHER AUTHORITY AND PROTECTION

SECTION 1 - STUDENT DISCIPLINE AND TEACHER RESPONSIBILITY:

The Board and the Association recognize that effective student discipline is prerequisite to effective teaching and learning. Interaction between teachers and administrators in the development of an efficient discipline program in the schools is necessary. The Board and the Association agree that appropriate instruction of students in meaningful learning activities helps to prevent discipline problems and promotes the development of self-discipline. Therefore, each teacher has the responsibility to exercise his/her full professional competence toward motivating students into meaningful learning activities and thereby establish effective discipline for each student in each classroom.

The teacher's responsibility for the control and direction of students shall be exercised throughout the campus of each school and is not limited to a specific group of children or classroom. Teacher authority for exercising this responsibility is prescribed by law, rules of the State Board of Education and the District. When in

the judgment of the teacher a student requires the attention of the principal or other school or district staff specialist, the teacher shall so inform the principal or his/her designee on the appropriate school form. When administrative assistance is provided, the teacher shall receive a written statement of the specific action taken.

Individual records of student discipline, where available, will be accessible to teachers as an aid for determining disciplinary recommendations concerning particular students.

SECTION 2 TEACHER PROTECTION:

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

- A. Any case of assault upon a teacher which occurs in the line of duty shall promptly be reported to the

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

- (1) Time for appearance before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.
- (2) Where a teacher is found guilty of a criminal charge related to the incident by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the teacher.
- (3) In the case of injury occurring under such circumstances, the teacher shall provide a written statement from a licensed medical physician regarding the extent and nature of injuries sustained. A teacher shall be entitled to injury-in-line-of-duty leave as provided

by 231.41, F.S. Upon expiration of such injury-in-line-of-duty leave, the teacher shall receive the salary difference between Workers' Compensation and regular salary under emergency sick leave status, for such term and under such conditions as the Board shall deem proper after medical consultation.

- B. Should a complaint be made by a parent/guardian, student or other individual which may result in disciplinary action against a teacher, the teacher shall be notified of the complaint in writing, and given an opportunity to be heard prior to the taking of such action. During this period, there shall be no record of said complaint placed in the teacher's personnel file. Prior notice is waived where evidence available to the Superintendent indicates that the presence of the teacher may be detrimental to the well-being of students or the learning process. Upon request to the principal or other immediate supervisor, a teacher shall have the right of representation

during investigatory meetings, conferences, and/or interviews which may lead to disciplinary action. Nothing herein is intended to preclude the administration's right to conduct a thorough and impartial investigation.

- C. The contractual status of a teacher who was initially employed in the District prior to July 1, 1982, and a teacher on continuing contract as of July 1, 1982, shall be covered by Florida Statutes 231.36 as it existed prior to July 1, 1982, and the provisions of this Agreement. Such teacher's rights shall neither be enhanced nor diminished by the revisions of Florida Statutes 231.36 which became effective July 1, 1982. The contractual status of a teacher whose initial employment in the District begins on or after July 1, 1982, shall be governed by the revisions of Florida Statutes 231.36 which became effective July 1, 1982, and the provisions of this Agreement.
- D. Any discipline of an employee including reprimand, disciplinary suspension,

or demotion shall be only for just cause.

Discharges and suspensions for the purpose of investigation of charges which might lead to dismissal shall be only for just cause as defined in Florida Statutes 231 and shall not be subject to the grievance procedure. The decision of the District not to renew an annual contract employee shall not be subject to this section.

E. The Board shall reimburse each teacher if either of the following occurs while the teacher is discharging his/her duties in accordance with his/her job description:

- (1) Loss or damage to items of clothing and related personal property worn or carried about the person which is damaged or destroyed as a result of an assault.
- (2) Loss or damage of personal property as a result of negligence by the building administrator or his/her designee as determined by the appropriate administrator of the risk man-

agement program within the guidelines of the current self-insured liability policy.

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

ARTICLE VIII - GENERAL EMPLOYMENT PRACTICES

SECTION 1 - NONDISCRIMINATION:

The Board and the Association agree that the provisions of this Agreement shall be applied to all teachers without discrimination on the basis of age, sex, marital status, physical handicap, race, color, creed, national origin or political affiliation.

SECTION 2 - ADVERTISING AND FILLING VACANCIES:

Teacher and professional administrative vacancies will be listed in the district newsletter published weekly by the Board during the regular school year. A vacancy shall exist when a person is sought to fill a full-time position which has been identified by the Personnel Department of the Board. The notice of vacancies shall list the position, location, and qualifications including certification coverage for those positions, and deadline date for application. The district newsletter as published by the Board shall be sent to the Association. During the summer, teachers may dial the appropriate school board number which provides a tape recorded listing of current instructional vacancies available.

- A. **Evening School:** Vacancies anticipated for evening high school diploma and vocational programs, and academic programs in the community school programs, shall be published in the district newsletter prior to the beginning of each semester or summer term.
- B. **Summer School:** A list of anticipated summer school teaching and administrative vacancies and instructions for submitting applications shall be published in the district newsletter by **May 1** of each year. Each assignment to a summer school position is tentative and subject to student attendance sufficient to warrant the position. Applicants shall be notified of tentative assignments by **June 1**. Applications of continuing contract teachers who have the appropriate certification, and who are assigned during the regular school year to the schools from which the summer school students are drawn, will be given first consideration.
- C. **Supplemental Positions:** Those supplemental positions designated on the salary schedule as **countywide** shall be advertised in the district

newsletter no later than **May 15** each school year. The deadline for applications shall be **ten (10)** working days after the date of publishing. Any athletic position as listed on the Salary Schedule Supplements list which cannot be filled by a faculty member of the school in which the team exists shall be advertised in the district newsletter. The deadline for applications shall be **ten (10)** working days after the date of publishing. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year no later than **May 15**, and will announce the posting when it occurs to the instructional staff at the school. This list shall not include any supplemental position which is an extension of regular teaching duties. The posting of this list shall continue during the subsequent year, designating vacancies until such time as all positions have been filled. Supplemental pay for teachers will not be reflected in paychecks until ratification of the contract covering the school year during which the supplement is provi-

ded, or September 30, whichever is earlier, with the exception of the following supplements which are automatically retained with the position from year to year: Guidance Counselor, Agriculture Teacher, Visiting Teacher, Exceptional Student Education Teacher, Detention Center Teacher, School Psychologist and ROTC.

- D. **Administrative Vacancies - Summer:** Teachers may be informed of vacancies for district administrative staff positions which occur during July and August by dialing the appropriate school board number. A tape recorded message, which is updated daily, will describe all administrative openings of the district.
- E. **Filling Positions:** Any application for an advertised vacancy received by the Personnel Department from a Lee County teacher shall be reviewed by the appropriate principal or supervisor prior to recommending an applicant to fill the position. Except in such circumstances as approved by the Superintendent, a vacancy will not be filled with other than an interim appointee

for at least **five (5)** working days after the publishing date of the district newsletter listing the vacancy. The Board shall give preference to teachers currently under contract holding appropriate certification in the staffing of summer and evening school programs. Teacher applicants in the district assigned to a grade level or subject area outside the scope of their teaching certification shall be given first consideration for openings within the subject or field of their certification.

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

SECTION 3 - PHYSICAL EXAMINATIONS:

Teachers shall provide the Board with the results of a physical examination from a licensed physician on a form provided by the Board. The report of physical examination shall be required:

- (a) upon initial employment,
- (b) upon return from personal illness of twenty (20) or more consecutive

- working days,
(c) before return from a school related accident.

A tuberculin skin test or chest X-ray shall be required annually. The School Board shall arrange for on-site skin testing of instructional personnel. Upon written recommendation from a licensed physician, an X-ray shall not be required following a positive tuberculin skin test reaction. All of the above shall be provided at no cost to the Board.

SECTION 4 - TEACHING ASSIGNMENTS:

- A. Tentative Assignments:** Each teacher shall be given a tentative teaching

assignment in writing for the next school year prior to the last day of duty for the current year. This shall consist of the school and grade level for elementary; and school, grade level and department for middle school; and school and department for high school to which the teacher is tentatively assigned. Teachers shall be notified in writing of any change in assignment prior to the start of classes for the regular school year or second semester.

When feasible such changes shall not be made without a prior conference with the teacher(s) involved. Any teacher who desires a change in grade level and/or subject assignment within his/her school shall file a written statement of this desire with the principal.

B. Voluntary Transfer or Reassignment to Another School:

- (1) The name of any applicant whose transfer or reassignment form is received in the Personnel Office by **April 1** shall be made available to the appropriate principal or supervisor. The April 1 date shall not deny any teacher the right to submit a transfer request after this date.
- (2) All transfer applicants for a specific position shall be notified in writing as to disposition of each transfer request.
- (3) **July 1** will be the normal cutoff date for voluntary transfer or reassignment. However, if the principals involved can make arrangements that are satisfactory, and if a teacher

still desires a transfer or reassignment, such may be recommended after that date.

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

C. Involuntary Transfer or Reassignment to Another School:

- (1) Transfer or reassignment will be on a voluntary basis, whenever possible; however, correct and proper operation of the school district will necessarily require that involuntary transfer or reassignment be made. In such situations, the Board shall determine the criteria for the selection of teachers to be transferred and these criteria shall be applied uniformly throughout the district. A teacher selected for an involuntary transfer or reassignment shall be given the reason for such transfer or reassignment and the opportunity to express any concerns to the principal about such transfer or reassignment. If requested by the

teacher, such reason shall be given in writing. No teacher shall be involuntarily transferred or reassigned as a disciplinary measure without just cause or due process.

- (2) Any teacher, upon request, shall have the right to a conference with the principals involved prior to the effective date of an involuntary transfer or reassignment. A teacher, upon request, shall also have the right to a conference with the Superintendent prior to the effective date of an involuntary transfer or reassignment and shall be notified in writing in advance of the transfer if it is to be carried out.
- (3) When involuntary transfer or reassignment is necessary, lists of openings in other schools shall be made available to the teacher upon request to the Personnel Department. From such lists, teachers may indicate the positions, in order of preference, to which they desire to be transferred. When

two (2) or more teachers apply for the same position, the teacher with the most in-county seniority and appropriate certification shall be given first consideration.

- (4) Teachers being involuntarily transferred or reassigned shall be considered prior to those seeking voluntary transfers.
- (5) Teachers being involuntarily transferred between schools shall be considered prior to the placement of new teachers in their subject or field of certification.

SECTION 5 - REDUCTION IN FORCE:

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

- (a) The Board shall determine the specific work locations and/or special programs and areas of certification within which positions are to be eliminated. Once the specific areas

of certification and/or positions have been determined, reductions shall be made on a countywide basis and shall be based upon countywide seniority and certification as further defined in this section.

- (b) For the purpose of this section, seniority shall be defined as a total number of good years (one day more than half) of instructional experience in the Lee County School District while on annual, continuing or professional service contract. However, continuing or professional service contract teachers are considered to have seniority over any annual contract teacher regardless of the total years of service in the district. Authorized leave of absence, open end or substitute teaching experience does not count toward seniority. Any tie in seniority between teachers shall be broken by counting the days of experience rather than years, and if a tie still exists the tie shall be broken by the principal's recommendation.

- (c) For the purpose of reduction in force at the elementary level there shall be considered to be two areas of certification; kindergarten (to include early childhood certification) and elementary (grades 1-5).
- (d) In the middle and high schools, areas of certification shall be deemed to be the areas for which the employee holds certification and in which the employee has worked at least one good year within the past five years.
- (e) In Exceptional Student Education, consideration will be given also to experience in working with the profoundly or the moderately handicapped.
- (f) Once specific positions and/or areas of certification and levels have been identified by the Board, reduction in force shall be made on a countywide basis as follows:
 - (1) Employees holding temporary and/or provisional certification will be the first reduced.
 - (2) Annual/probationary contract employees who hold a regular teaching certificate will be the next reduced.

- (3) Continuing/professional service contract employees will be the last reduced.
- (4) With each of items Sub 1-3, reduction shall be made such that persons in those areas having the least seniority will be the first released. Further reductions at each level shall be in ascending order of seniority.
- (5) Any employee whose job is to be eliminated by countywide reduction in force shall be notified of such by certified mail.
- (6) Before any reductions in force take place, the Association shall be provided with a district-wide seniority list of all employees and the notification, the areas of certification, levels, work sites, and positions to be reduced.
- (7) Once reduction in force has taken place on a countywide basis, the appropriate reorganization of all available positions within all work sites shall be implemented according

to any appropriate provisions in this Agreement and School Board policy. In every case where reorganization must take place, current employees shall be given the opportunity to volunteer for reassignment prior to any involuntary transfer or reassignment taking place.

SECTION 6 - RECALL FOLLOWING REDUCTION IN FORCE:

- (a) Continuing contract/professional service contract employees whose positions have been eliminated through reduction in force shall be recalled first for a position for which they hold appropriate certification. Such employees shall be recalled in descending order of seniority. Each continuing contract/professional service contract employee having lost a position through a reduction in force shall retain recall rights for eighteen months from the date of release. Once all continuing contract/professional service contract teachers in a given area of certification have been recalled, annual contract teachers with the appropriate

certification will be given first consideration for openings up to eighteen months after the reduction in force. Annual contract teachers will be considered in descending order of seniority.

- (b) Continuing contract/professional service contract teachers being recalled or annual contract teachers certified for openings for which they can be considered, shall be notified by certified mail return receipt requested and shall have ten (10) working days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding and/or receipt of mail to other than the last known mailing address on file with the School Board. If the continuing contract/professional service contract teacher being recalled, or the annual contract teacher being considered, fails to respond in the affirmative, he/she shall be removed from the personnel list and the Board shall have no further obligation to him/her. If the notice is returned and not receipted, the teacher shall retain

his/her place on the personnel list for the next job opening for which he/she is qualified. However, after the second returned notice, the employee's name shall be dropped from the personnel list and the Board shall have no further obligation to the employee.

- (c) The Board shall offer reemployment to all continuing contract/professional service contract teachers with the appropriate certification on the personnel list prior to offering employment to any other individual.
- (d) The Board shall notify the Association of its decision to recall teachers to employment and shall specify in that notice the number of teachers to be recalled and the areas and/or certification of the positions to be filled.

ARTICLE IX - TEACHER EVALUATION

SECTION 1 - PURPOSE AND PROCEDURE:

The parties recognize the importance and value of a procedure for the evaluation of teacher personnel. The parties also agree that evaluation is a continuous process and includes but is not limited to formal and informal observations of a teacher's performance of his/her duties and responsibilities. Therefore, the procedure for assessing the performance of duties and responsibilities of each teacher shall be as follows:

- (a) Within the first **sixty (60)** days of the teacher's contract year and prior to preparing the formal written report of teacher evaluation required by law, each teacher shall be informed of the criteria and the procedures to be used in his/her formal observations and evaluation.
- (b) Each teacher shall be the subject of a formal observation by an appropriate administrator at least **two (2)** times each school year. Every reasonable effort will be made to insure that the administrator is trained in the related performance measurement system. The first

formal observation shall be completed by **December 1**. At least one formal observation of each classroom teacher is to be conducted by the principal or assistant principal. Other members of the instructional unit, including but not limited to guidance counselors, media specialists, school social workers, school psychologists, Prep specialists, and teachers on assignment, will be observed by an appropriate administrator.

- (c) All formal observations shall be reduced to writing and shall be discussed with the teacher prior to preparation of the teacher's evaluation form. The teacher shall receive a copy of the formal observation report after signing to indicate that the report has been discussed with the teacher. If deficiencies are noted during the observation, the administrator conducting the observation shall provide the teacher with recommendations for improvement. The administrator shall thereafter confer with the teacher and make recommendations as to specific areas of unsatisfactory performance and provide assistance in helping

to correct such deficiencies within a prescribed period of time.

- (d) Observations of a teacher's performance of duties and responsibilities shall be conducted openly with no intent to conceal such from the knowledge of the teacher.
- (e) Each teacher's formal written report of evaluation shall be discussed with him/her by the administrator responsible for preparing the report.
- (f) After discussion of the evaluation report with each teacher, the teacher shall sign the report, acknowledging that he/she has been shown the report and it has been discussed with him/her by the evaluator.
- (g) If a teacher disagrees with the formal written report of evaluation, he/she may submit a written statement which shall, upon request of the teacher, be attached to the Board's file copy of his/her evaluation report.
- (h) Each teacher shall be given a copy of his/her formal written report of evaluation within **ten (10)** days of the date of completion of the written report of evaluation or by **April 1** if no evaluation is done later than that date.

- (i) Comments relating to the evaluation of a teacher's performance of duties and responsibilities shall be made in private.
- (j) For the purposes of this evaluation procedure, the Board's evaluation document shall include the assessment criteria in F.S. 231.29(4).
- (k) Each teacher shall have the right to review the contents of his/her personnel file. Each teacher has the right to have another person accompany him/her in the review of his/her personnel file, if he/she so chooses. Such review shall be made in the presence of the person responsible for the safekeeping of the personnel files of the Board.
- (l) Upon request from a teacher, the Board will provide, within **five (5)** working days, a copy of such contents and records of the teacher's personnel file as is requested in writing by the teacher. The cost of preparation and duplication of such records shall be at the teacher's expense.
- (m) A teacher shall have the right to comment, in writing, concerning any materials in his/her personnel record.

- (n) Teacher personnel files shall be maintained according to Section 231.291 F.S.

SECTION 2 - BEGINNING TEACHER

PROGRAM: The Lee County Beginning Teacher Program has been designed to implement F.S. 231.17 and Florida State Board of Education Rule 6A-5.75. The goal of this program is to provide for the development, demonstration and assessment of minimum teaching competencies through a staff development program. The Board and the Association agree that the Peer Teacher plays a vital role in providing professional and personal support and assistance to Beginning Teachers during their initial year of teaching.

- (a) Peer Teacher assignments shall be voluntary.
- (b) When preparing observation report forms, the Peer Teacher shall be required to document only the time and date of the observation, and the competencies or other areas covered during the observation.
- (c) Teachers assigned as Peer Teachers shall be evaluated only as regular

classroom teachers, without regard to their activities in the Beginning Teacher Program.

- (d) The Beginning Teacher's portfolio shall be treated as any other evaluation. At the conclusion of the school year, all documents contained in the portfolio shall be delivered to the Personnel Department and placed in the Beginning Teacher's personnel file. Data from portfolio documents for use in research or evaluation of the Beginning Teacher Program shall be provided without names and employment sites.

ARTICLE X - LEAVES, PROVISIONS FOR

SECTION 1 - GENERAL CONDITIONS

FOR LEAVES OF ABSENCE: The Board may grant leave, with or without pay, as provided by law, regulations of the State Board, and the terms of this Agreement.

- (a) **Absence Without Leave** - Any absence from duty without leave constitutes a violation of a teacher's contract and shall subject the teacher's contract to cancellation by the Board.
- (b) **Absence Without Pay** - The deduction for each day of absence shall be determined by dividing the base salary plus designated supplements by the total number of hours in the teacher's contract year to determine the hourly rate, then multiplying that rate by the number of hours absent.
- (c) **Notice of Absence** - Any teacher who will be absent from duty for any cause except for leave duly authorized and granted in advance shall notify the principal or immediate supervisor of the leave needed as soon as possible prior to his/her absence.

- (d) **Leave Application** - Any application for leave except sick leave shall be in writing and on the form provided by the Board. Such application for leave shall be submitted to the principal or other immediate supervisor of the teacher for consideration of a recommendation to the Superintendent for approval or disapproval. Leave granted for a school year or for the remaining part thereof will expire at the end of the contract year of the teacher for which such leave is granted. A teacher having been granted leave for the year or for the remaining part thereof who desires to return to duty the next school year shall so notify the Superintendent in writing by April 1.
- (e) **Approval of Leave** - All requests for leave shall be submitted on the proper form and shall be approved by the Board or the Superintendent as provided by policy of the Board or the terms of this Agreement.
- (f) **Leave Disposition** - All teachers making an application for leave shall be notified in writing of the disposition of such leave on the

form provided by the Board.

SECTION 2 - TYPES OF LEAVE
CONDITIONS:

1. **Sick Leave:** Any teacher employed on a full-time basis shall be entitled to **four (4)** days of sick leave as of the first day of employment during each contract year and thereafter shall accrue **one (1)** day of sick leave credit for each month of employment. Sick leave shall be credited to the teacher at the end of the month and may not be used prior to the time it is earned and credited; provided that no teacher may earn more than one (1) day of sick leave times the number of months of employment during the school year. Teachers shall earn one (1) day of sick leave for each three (3) week term employed during summer school if such employment meets the requirements of law for earning sick leave. However, no more than two (2) days sick leave with pay may be used during summer school in any one summer. Such leave shall be cumulative from year to year without limit as to the number

of days that may be accrued. Sick leave shall be taken only when the person is unable to perform his/her duties because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her household. Any leave charged against accrued sick leave shall be with full compensation. The Board shall provide all teachers with a cumulative record of accrued sick leave days on each pay statement. The Superintendent retains the right to assign higher priority to other programming assignments which might delay the implementation of this service.

- (a) Teachers shall notify the appropriate administrator, with as much advance notice as possible, when the use of sick leave is necessary. A claim for sick leave on the proper form shall be signed by the teacher and filed with the principal or other immediate supervisor by the end of the fifth working day following the teacher's return to work.
 - (1) Sick leave may be claimed for one-half ($\frac{1}{2}$) day. One-half

($\frac{1}{2}$) day shall be defined as three and one-half ($3\frac{1}{2}$) hours based on a seven (7) hour work day.

- (2) Any teacher who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay. The claim for such sick leave shall clearly state that the leave is without compensation.
- (b) An application for sick leave due to an extended illness not less than twenty (20) days shall have attached to it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and needed leave.
- (c) Any teacher shall be entitled to transfer sick leave credit from other Florida school districts with the restriction that at least one-half ($\frac{1}{2}$) of the valid accrued leave shall be established in the School District of Lee County, Florida.
- (d) When a teacher employed in the Lee County School District interrupts

teaching service and subsequently returns to teaching duty in the district without having used his/her Lee County accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service.

- (e) When a teacher receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall become invalid.

2. **Illness or Injury-in-Line
Of-Duty Leave:**

- (a) Any full-time regular teacher shall be entitled to illness or injury-in-line-of-duty leave with pay, less any Workers' Compensation payments, for a period not to exceed **ten (10)** days per fiscal year regardless of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that illness or injury continues or recurs from one fiscal year to succeeding fiscal years, except as provided in this Agreement (Article VII, Section 2(1)(c)), when he/she has to be absent from work because of a personal injury received in the discharge

of his/her duties or because of illness from any contagious or infectious disease contracted in the performance of his/her duties. Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases such as, but not limited to: mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is nonaccumulative.

(b) In order to be considered for injury-in-line-of-duty leave, the following conditions must be met:

(1) The teacher must provide written testimony or evidence that his/her injury was received in the line of duty.

(2) The teacher must file a written claim as outlined below.

(c) In order to be considered for illness-in-line-of-duty leave, the following conditions must be met:

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

at school.

- (2) The teacher must file a written claim as outlined below.
- (d) Any teacher who has claim for compensation while absent because of injury or illness incurred as prescribed herein shall file a claim on the form provided by the Board with his/her principal or other immediate supervisor by the end of the fifth working day following the teacher's return to duty.
3. **Personal Leave:** Any teacher desiring personal leave shall make written application for such leave. The teacher shall not be entitled to compensation while on personal leave except as provided in subsection (1). Personal leave not to exceed thirty (30) days may be granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to approval by the Board.
 - (a) **Five (5) days** personal leave with pay may be allowed but deducted from accumulated sick leave for any teacher each school year; provided further, that such personal leave days shall be requested on the form

provided by the Board and approved by the Superintendent prior to the teacher's absence. Personal leave taken during summer school may not be charged to sick leave.

- (1) If the reason for absence is an emergency and prior approval is not possible, the teacher will notify the principal or immediate supervisor as soon as possible prior to his/her absence.
 - (2) Personal leave to be deducted from sick leave shall **not** be used on the day immediately preceding a holiday or vacation nor on the day immediately following a holiday or vacation except in case of an emergency. Also, such leave shall not be used during the first or last week of the teacher's contracted work year except in case of an emergency.
- (b) A teacher adopting a child may, upon request, be granted personal leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if

necessary in order to fulfill the requirements for adoption.

4. **Maternity Leave:** Any full-time teacher shall be eligible for maternity leave pursuant to the provisions of law. Said teacher shall submit a written request for maternity leave to the Superintendent including the date leave is to commence as determined by the teacher in consultation with her physician. Except in case of emergency, request for maternity leave shall be made at least **thirty (30)** calendar days prior to the date on which leave is to begin. Maternity leave shall be without pay except that the teacher chooses to file a claim for use of accrued sick leave for such purpose because of a medical disability related to her pregnancy. Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a licensed medical physician. In the event that the teacher's approved maternity leave does not specify a date for return to duty, the teacher who desires to return to duty shall notify the Superintendent of her interest at

least **twenty (20)** working days prior to the intended date of return. Such notice shall be given no later than **April 1** of a school year in order to be considered for return to duty that school year. Said teacher may then return to duty on the date requested, upon receipt by the Superintendent of certification from a physician stating that she is physically capable of performing the duties of teaching. In the event that maternity leave requested is approved by the Board with the effective date on or after the first day of the fourth quarter of a school year, a request for maternity leave for the next fiscal year shall not be granted to extend beyond the end of the first semester of said year.

5. **Military Leave:** Military leave shall be granted, without pay, except as provided by law, to a teacher who is required to serve in the Armed Forces of the United States or this State in fulfillment of obligations incurred under Selective Service laws or because of membership in the Reserves of the Armed Forces

or National Guard, and may be granted at the discretion of the Board upon the recommendation of the Superintendent without pay to any teacher volunteering for military duty. Any teacher granted such leave for military service shall, upon completion of the tour of duty, be returned to duty without prejudice, providing application for reemployment is filed within six (6) months following the date of discharge or release from active military duty; and provided further that the Board shall have a reasonable time, not to exceed six (6) months, to reassign the teacher in the school system. Military leave shall not be counted as years of service toward a continuing contract when such service causes an interruption of teacher service, but shall be credited to the teacher for experience credit on the salary schedule.

6. **Jury Duty Leave:** Any teacher who is summoned as a member of a jury panel shall be granted temporary duty leave with pay. The Board shall not reimburse the teacher for meals, lodging and travel expenses incurred while serving as a juror.

Jury fees paid by the court for such purpose may be retained by the teacher.

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

8. **Extended Professional Leave:**

(a) **Qualifications:** The purpose of Extended Professional Leave is to provide for individually selected teachers to acquire educational and practical experiences that will assist the Board in meeting specific high priority educational training needs as identified by the Board. Such educational and practical experiences are intended to increase teacher capabilities in ways that will be of direct and

long term benefit to the Lee County School System.

Extended Professional Leave may be granted to a teacher for the development of knowledge, skills and competencies in the applicant's field of teaching or in another field of teaching, which in the determination of the Board, can be of direct benefit to the District. Extended Professional Leave for study may be granted only to applicants enrolled as full-time students as defined by the accredited institution in which the study will be made.

Applicants must possess a valid Florida teaching certificate and must have been continuously employed in the Lee County School District for at least five (5) years. Authorized military leave, extended illness, or maternity leave shall not be considered an interruption of service. In all cases, a person making application for his/her first Extended Professional Leave shall have preferential standing over an applicant who has previously been granted Extended Professional Leave.

(b) **Procedures:** An Extended Professional

Leave Committee will be instituted to include three (3) members of the bargaining unit appointed by the President of the Teachers Association of Lee County, and three (3) members of the administrative staff appointed by the Superintendent. Members of this committee shall be appointed by the President of the bargaining unit and the Superintendent prior to **November 1** of each school year. Applications for Extended Professional Leave shall be submitted to the Director of Personnel. All applications will be reviewed and applicants interviewed by the Extended Professional Leave Committee as deemed appropriate by the Committee. Applications shall then be forwarded to the Superintendent and each shall have noted thereon "**recommended**" or "**not recommended**". Criteria to be considered by the Extended Professional Leave Committee in reviewing applications shall include but not be limited to: written application, interview, area(s) of certification, previous professional development, adequacy

of the educational leave plan in demonstrating that the planned educational or practical experiences will assist the school district in meeting one or more high priority educational training needs as identified by the Board.

The Superintendent may request additional information concerning any application. In the event the applicant is to be interviewed by the Superintendent, he/she may provide any additional information or present additional references as desired. The Board will act upon the Superintendent's recommendation for the granting of Extended Professional Leave prior to **March 31** of each year.

- (c) **Conditions of Extended Professional Leave:** An applicant for Extended Professional Leave shall present a written plan of study at the time of the application. Evidence of official acceptance by the institution selected for study will be provided to the Superintendent prior to Board approval of leave. Official evidence of enrollment and satisfactory progress from the institution shall be

filed with the Superintendent upon completion of each term of study.

An application must be filed with the Personnel Office of the Board **no later** than January 15 for leave beginning the following school year. Applicants shall be notified by the Superintendent in writing and prior to April 10 of that same year, as to the disposition of their application. Individuals approved by the Board for Extended Professional Leave shall notify the Superintendent in writing of their intent to accept or decline said leave within ten (10) days after receipt of their written notification from the Superintendent. The period of Extended Professional Leave shall be not less than one (1) term nor exceed one (1) school year. A teacher on Extended Professional Leave shall be considered to be in the employ of the Lee County School District, receive not less than 50% of their regular salary, and shall be entitled to all benefits that may be provided for by contract, policy or law to include but not necessarily limited to: salary advancement, Board paid insurance benefits,

and sick leave accrual and accumulation. The teacher shall be responsible for notifying the district payroll office of the address to which his/her paychecks should be mailed during the Extended Professional Leave. A teacher granted Extended Professional Leave shall have the right to return to employment on expiration of leave provided, however, that in the case of a teacher on annual contract, such right shall be contingent upon reappointment for the year that the teacher expects to return to duty.

The decision of the Superintendent to recommend or not to recommend to the Board approval of any applicant for Extended Professional Leave shall be final. The actions of the Extended Professional Leave Committee, the Superintendent, or the Board in carrying out the provisions of this contract for Extended Professional Leave shall not be subject to the grievance procedure. The granting of Extended Professional Leave is a discretionary decision of the Board.

9. **Temporary Duty:** Upon the approval

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

reasons for denial with the employee upon request.

10. **Temporary Duty Leave for Summer Coursework:** Employees, enrolled in a degree-seeking program, may be eligible to apply for temporary duty leave of up to a total of five (5) days during pre or post school planning periods as needed to attend summer school classes for completion of the degree. Application for this leave must be submitted at least twenty (20) days prior to the close of the teacher's work year and will be subject to review and approval by the professional leave committee as defined in Section 8(b).
11. **Insurance Coverage:** Any teacher granted a leave of absence as provided in this article may, when permitted by the insurance carrier, continue coverages in existing Board programs during the leave, provided that the premiums for such insurance programs shall be paid by the teacher.
12. **Terminal Pay Benefits:** A regular full-time teacher, upon application, after having established a vested right in a retirement plan established by the Florida Legislature, shall

be entitled to terminal pay at the time of (a) normal retirement, (b) disability retirement, (c) termination. However, if termination is by death of the teacher, an established vested right in a retirement plan established by the Florida Legislature will not be required and payment will be made to the teacher's beneficiary.

- (1) Terminal pay shall be based on years of service in the district, the total number of accrued and valid sick leave days credited to the teacher at the time of termination, and the daily rate of pay of the teacher at the time of termination. The amount to be paid shall be computed as follows. If the termination occurs: (a) during the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days accumulated sick leave; (b) during the next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number

of days accumulated sick leave; (c) during the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave; (d) during the next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave; or (e) during and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave.

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

SECTION 3 - SICK LEAVE BANK: The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the provisions in other sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.

1. **Membership:** A full-time teacher, having been employed by the Board for at least one (1) year and having at least six (6) days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (seventh) sick leave day to the bank between August 15 and September 30 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible teachers at their school centers during the pre-school planning days. A teacher shall contribute one (1) sick leave day during his/her enrollment period. Sick Leave days donated to the bank will not be returned except

as hereafter provided.

2. **Contributions:** In the event the number of days in the SLB balance falls below thirty (30) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day, from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and he/she is not currently drawing from the SLB, the additional day automatically shall be the next accrued sick leave day.
3. **Duration:** If membership in the bank and the number of days in the bank should fall below three hundred (300), the bank shall be discontinued and days remaining in the bank shall be distributed as provided elsewhere in this section.
4. **Administration:**
 - (a) The SLB will be administered by the Personnel Department. Forms may be obtained by participating teachers from the Personnel Office or school center.
 - (b) An Overview Committee consis-

ting of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the Association shall be formed to review the administration of the bank, investigate alleged abuses, and determine eligibility as set forth in paragraph 5 of this section. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.

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

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

(1) All accumulated sick leave and all other forms of paid

leave available to the teacher must first be expended, followed by an unpaid leave of ten (10) continuous work days.

(2) Application must be made to the SLB, submitting medical certification and justification for the leave.

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

- (b) Questions raised by the Personnel Department concerning the eligibility of an employee to receive benefits will be reviewed by the Overview Committee which will make

the final determination as to eligibility for benefits. In cases denied, the Overview Committee shall provide, in writing, reason(s) for such denial. The applicant may appeal his/her request to the committee for reconsideration within ten (10) days from receipt of denial. The Overview Committee's determination is not subject to the grievance procedure and arbitration.

6. **Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a finding of such abuse, the teacher shall be required to repay all of the sick leave credits drawn from the SLB and shall be subject to such other disciplinary action as determined by the School Board to be appropriate.
7. **Discontinuance:** If it should become necessary to discontinue the SLB, unused sick leave in the bank will be distributed in the following manner:
 - (a) If the number of unused sick leave days in the bank exceeds the number of members in the bank, each member will

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

- (b) If the number of unused sick leave days in the bank is equal to the number of members in the bank, each member will receive one (1) of the unused days to be credited to his/her personal accumulated sick leave account.
- (c) If the number of unused sick leave days in the bank is more than one-half ($\frac{1}{2}$) but less than equal to the number of members in the bank, each member will receive one-half ($\frac{1}{2}$) of one of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding one-half ($\frac{1}{2}$) of the number of members

in the bank will be dispensed of at the sole discretion of the Board whose decision will be final and not subject to the grievance procedure and arbitration.

(d) If the number of unused sick leave days in the bank is equal to one-half ($\frac{1}{2}$) of the number of members in the bank, each member will receive one-half ($\frac{1}{2}$) of one of the unused days to be credited to his/her personal sick leave account.

(e) If the number of unused sick leave days in the bank is less than one-half ($\frac{1}{2}$) of the number of members in the bank, all of the days will be disposed of at the sole discretion of the Board whose decision will not be subject to the grievance procedure and arbitration.

8. **Hold Harmless:** The Association, its officers, agents, and members of the bargaining unit will hold the Board, its officers and agents harmless for the cost and results of any action which may be brought by any of

its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the establishment, administration or expenditure of the assets of the SLB.

ARTICLE XI- PERSONAL AND ACADEMIC FREEDOM

SECTION 1 - PERSONAL: Each teacher's citizenship right to exercise or support his/her political preference on his/her own time and away from school premises shall not be impeded providing such activities do not violate any local, state or federal ordinance or law.

SECTION 2 - ACADEMIC: It is the intent of the Board that teachers shall have academic freedom within the outlines of course content and the curriculum adopted by the Board.

ARTICLE XII - WORK YEAR

SECTION 1 - WORK YEAR: The basic work year for teachers shall be 196 days which shall include **six (6)** paid holidays.

Teachers will not be required to work on the paid holidays established by the Board as a part of the annual school calendar.

SECTION 2 - SCHOOL CALENDAR

COMMITTEE: Representatives of the Board and the Association shall meet in committee to make recommendations for the calendar for the subsequent school year. A copy of the recommended instructional calendar which is to be forwarded to the Board, shall be available upon request to the Association not later than one week prior to any action by the Board.

ARTICLE XIII - INSURANCE

SECTION 1 - LIFE INSURANCE: The Board will provide for **ten thousand dollars (\$10,000)** of term life insurance for each teacher employee with an additional **ten thousand dollars (\$10,000)** accident and dismemberment insurance benefit. Such coverage shall begin on the date of employment. Each teacher employee may purchase at his/her own cost through payroll deduction, **ten thousand dollars (\$10,000)** of term life insurance with an additional **ten thousand dollars (\$10,000)** accident and dismemberment insurance benefit.

SECTION 2 - COMPREHENSIVE HOSPITALIZATION:

- (a) The Board will provide for comprehensive hospitalization-major medical insurance coverage for each teacher employee. Such coverage shall become effective thirty (30) consecutive days following the date of employment. The date of employment shall be included as one of the thirty (30) days.
For new employees and their dependents, preexisting conditions shall

not be covered during the first **sixty (60)** consecutive days following the date of acceptance of insurance.

- (b) The Board will also provide each employee the option of a Health Maintenance Organization (HMO) in lieu of the current hospitalization program at the earliest reasonable time during the 1987-88 school year. The Risk Management Advisory Committee will participate in the design and selection of this plan. Any difference in cost between the current hospitalization program and the approved HMO will be absorbed by the Board.

SECTION 3 - DENTAL INSURANCE:

The Board will make available to teachers through payroll deduction a Board approved group dental insurance program which each teacher employee may purchase at his/her own cost.

SECTION 4 - LIABILITY: The Board will provide for liability insurance in the amount of **one hundred thousand dollars (\$100,000)** per loss for each teacher employee, with a legal liability aggregate to the Board for annual policy year not to exceed **one**

million dollars (\$1,000,000).

SECTION 5 - ANNUITY PROGRAMS:

The Board will make available through payroll deduction or reduction, Board approved tax sheltered annuity, cancer insurance, and income protection programs to teachers. The procedures for making such programs available shall be as provided by policy of the Board.

SECTION 6 - GENERAL PROVISIONS:

The parties agree that the Board's contribution for all insurance benefits provided herein shall be the total individual teacher employee premium paid by the Board for each insurance benefit for the 1987-88 School Year. The coverage for life insurance and comprehensive hospitalization—major medical insurance shall be for twelve (12) months. Insurance coverages and annuity programs shall be in accordance with the provisions of the laws of Florida and the policies and procedures adopted by the Board.

ARTICLE XIV - COMPENSATION

SECTION 1 SALARIES: Each teacher shall be paid in accordance with the salary schedule shown in Appendix A for the 1987-88 School Year.

- (a) Teachers who are employed beyond the 196 day work year, including but not limited to summer school, will be paid on the same daily or hourly rate of pay as received in the school year just completed, exclusive of any supplements paid.
- (b) Teachers who, during the 196 day work year, are employed for instruction beyond the teacher work day as defined in **Article V, Section 1**, will be paid according to their current hourly rate, exclusive of any supplements paid.
- (c) Teachers participating in voluntary workshops or inservice training beyond the school year may be paid on a stipend determined by the School Board.
- (d) Teachers employed more than three (3) weeks in summer school shall be paid in two (2) checks.
- (e) A maximum of ten (10) years experience in out-of-state public schools,

Florida state colleges and universities, and U. S. Government Schools for Dependents may be allowed for salary credit. A maximum of sixteen (16) years experience in Florida public school districts outside of Lee County may be allowed for salary credit.

- (f) For adjustment to a higher salary level, the effective date shall be the date of completion of all requirements for the degree as stated on official documentation or registrar confirmation. Such adjustment shall be initiated upon the receipt in the Personnel Office of a completed application for a certificate reflecting the higher degree and official documentation of completion of degree requirements or a certificate reflecting the attainment of the higher degree. Adjustments will not be made for service rendered prior to July 1 of the year in which requested except in those instances when requirements for the degree and application for the certificate were completed prior to July 1 of that year.

- (g) Pay Delivery Procedure. Beginning

July 1, 1987, all unit employees will be paid by the following procedure:

(1) Checks will be issued semi-monthly, on the 15th and last day of each appropriate month.

(2) All paychecks will reflect 1/24 of the employee's annual salary, with the exception of the final paycheck of the fiscal year for employees who work fewer than twelve months. Those unit members who are not twelve month employees shall be paid as follows:

a. **Ten month employees** will receive their first paycheck on August 31 and their final paycheck on June 15 of each year. The final paycheck for ten month employees will reflect 5/24's of the employee's annual salary.

b. Employees working **more than ten but fewer than eleven months** will receive their first paycheck of the fiscal year on August 31 and their final paycheck of the year on June 30. The final paycheck shall reflect 4/24 of the employee's annual salary.

c. **Eleven month employees** shall receive their first paycheck of the fiscal year on August 15 and their final paycheck of the fiscal year on June 30. The final paycheck shall reflect 3/24 of the employee's annual salary.

d. **Eleven and one-half month employees** shall receive their first paycheck on July 31 and their final paycheck of the fiscal year on June 30. The final paycheck shall reflect 2/24 of the employee's annual salary.

(3) The final paycheck for employees working fewer than twelve months will be mailed to the address of record as of the employee's last work day unless alternative arrangements are made with the mutual agreement of the employee and the financial accounting department.

(4) With the exception of the final paycheck for employees working through twelve months, when the 15th or last day of the month falls on a weekend or holiday, checks will be issued on the last scheduled work day for personnel prior to the weekend or holiday.

(5) It is understood that the paycheck may reflect less than 1/24 of the employee's annual salary during any pay period in which leave without pay is taken by the employee.

(6) Paychecks will be delivered in a manner that will insure confidentiality.

(7) During the 1987-88 school year, the Lee County School Board shall research the feasibility of implementing a direct deposit payroll procedure.

SECTION 2 - SUPPLEMENTS: Each teacher shall be paid a salary supplement for the 1987-88 School Year for the performance of duties in the positions identified in the supplemental salary schedule when such duties are approved by the Superintendent. The amounts to be paid shall be in accordance with the supplemental salary schedule shown in Appendix B. The Board reserves the right to establish new positions for which a supplement is paid and to determine the extent to which such positions are filled. No teacher shall receive more than three (3) supplements.

ARTICLE XV - MISCELLANEOUS

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

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

3. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation which validly affects such article, section or clause, the parties shall meet to modify such article, section or clause to the extent necessary to bring it into legal compliance. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.
4. The Association agrees that it shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes 447.203. It further agrees that should any such violations occur as defined above, the Association shall be subject to such penalties as determined

under Florida Statutes 447.507.

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

ARTICLE XVI - DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

1. This Agreement shall be effective subject to prior ratification by the bargaining unit and The School Board of Lee County, Florida.
2. The Parties agree that either party may require, by written request to the other between April 1 and June 1, 1988 and 1989, discussions concerning modifications or amendments to this Agreement on Article XDI - Insurance, Article XIV - Compensation, and two (2) additional articles of each party's choice.
3. This Agreement, together with all the terms, conditions and effects thereof, shall expire on August 15, 1990, and in no event shall any other provision of this Agreement contravene the expiration of this Agreement.
4. This Agreement is signed this 1st day of September, 1987.

In Witness Whereof:

For the Association:

Patricia A. Lockhart
President

John P. Ray
Negotiations Chairperson

Rick Chase
Executive Director

For the Board:

Barbara Wallace
Chairman

Red E. C. H.
Superintendent

Brenda G. Buegler
Chief Negotiator

INSTRUCTIONAL SALARY SCHEDULE
SCHOOL BOARD OF LEE COUNTY
1987-88

BACHELOR'S DEGREE

YEARS OF
EXPERIENCE

0	19,600
1	19,800
2	20,020
3	20,240
4	20,460
5	20,680
6	21,230
7	21,780
8	22,330
9	22,880
10	23,430
11	24,035
12	24,640
13	25,245
14	26,220
15	27,290
16 to 19	28,460
20 or more	29,530

RANK IV

20 or more	16,380
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ADD \$1,560 to each figure for Master's Degree

ADD \$2,560 to each figure for Specialist Degree

ADD \$3,360 to each figure for Doctorate

APPENDIX A

1987-88
INSTRUCTIONAL SALARY SCHEDULE SUPPLEMENTS

Academic Coach (High School):	
Mathematics, Science, Social Studies, English and Foreign Language	\$ 555.00
Asst. Academic Coach (High School)	225.00
Academic Coach (Middle School):	
Mathematics, Science, Social Studies, English and Foreign Language	225.00
Agriculture Teacher	1005.00
Band Director:	
High School	1695.00
Middle School	425.00
Basic Skills Resource Person (Elementary School)	690.00
Choral Director:	
High School	795.00
Middle School	425.00
Department Head (Middle School):	
(Number of full-time instructional units* per department)	
1-3	275.00
4-6	410.00
7-9	550.00
10 or more	690.00
Department Head (High School):	
(Number of full-time instructional units* per department)	
1-3	370.00
4-6	530.00
7-9	690.00
10 or more	850.00
Detention Center Teacher	530.00
Director of Drama (High School)	585.00
Equity Coordinator:	
1-10 full-time instructional units per school	180.00
11-20 full-time instructional units per school	210.00
21-30 full-time instructional units per school	245.00
31-up full-time instructional units per school	300.00
Exceptional Student Education Contact Person (Elementary)	465.00
Exceptional Student Teacher	520.00
Faculty Environmental Education Coordinator:	
1-10 full-time instructional units per school	180.00
11-20 full-time instructional units per school	210.00
21-30 full-time instructional units per school	245.00
31-up full-time instructional units per school	300.00
Forensics Coach (Middle and High School)	320.00
Future Educators of America Sponsor (High School)	320.00
Grade Level Chairperson (Elementary and Middle School)	475.00
1-5 full-time instructional regular classroom** units	
(1 supplement per school)	
6-10 full-time instructional regular classroom** units	
(2 supplements per school)	
11 or more full-time instructional regular classroom** units	
(1 supplement per grade)	
Guidance Counselor	625.00
Lee County Youth Orchestra Director	795.00
Literary Magazine Advisor (High School)	530.00
Newspaper Advisor (High School)	530.00

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

**Regular classroom - exclusive of guidance counselors, ESE, PREP, etc.

APPENDIX B

Orchestra & Strings Teacher (county-wide)	\$ 740.00
Psychologist	1590.00
Resource Teacher, Environmental Education Center	825.00
ROTC Instructor	540.00
Safety-Security Supervisor*	530.00
School Safety Patrol Supervisor (Elementary School)	225.00
(Applicable only when school has active School Safety Patrol)	
Science Fair Director (High School)(1 county-wide)	955.00
Science Fair Director (Middle School)(1 county-wide)	850.00
Science Fair Sponsor (Middle School - school based)	320.00
Science Fair Sponsor (Elementary School - school based)	225.00
Student Council Sponsor (High School)	455.00
Teacher on Special Assignment	1045.00
Visiting Teacher	1430.00
Yearbook Advisor (High School)	540.00
Yearbook Advisor (Middle School)	270.00

NOTE: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule or unless the supplement is attached to all positions of that title (example: all guidance counselors).

* Supplements per secondary school based on enrollment:

Middle - up to 500 = 1

500 - 1000 = 2

above 1000 = 3

High - same as dean allocation formula

ATHLETICS

HIGH SCHOOL

Baseball	1270.00
Assistant Baseball	1165.00
Basketball	1485.00
Assistant Basketball	1140.00
Cheerleading, Varsity	850.00
Cheerleading, Junior Varsity	715.00
Cheerleading, 9th Grade	585.00
Cross Country	740.00
Football	1930.00
Assistant Football	1278.00
Golf	740.00
Soccer	1270.00
Assistant Soccer	1165.00
Softball	1270.00
Assistant Softball	1165.00
Swimming	1220.00
Tennis	740.00
Track	1260.00
Assistant Track	1060.00
Trainer (All Sports)	850.00
(All trainers must have completed a trainer workshop prior to receiving supplement.)	
Volleyball	975.00
Assistant Volleyball	795.00
Wrestling	1270.00
Assistant Wrestling	1005.00

MIDDLE SCHOOL

Intramural Director	635.00
Intramural Assistant	530.00

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

NOTE: At new high schools, and at all existing high schools which elect to do so, there has been established an instructional position, **Activity/Athletic Director**, which may be full or half-time depending on school size. This position will carry a supplement of \$2500, and those employees filling that position will not be eligible for additional coaching supplements.

The following supplemented positions continue to be available only at those high schools which elect to follow a modified system of .5 unit without the \$2500 supplement:

Athletic Director	2120.00
Coordinator of Girls Sports	1270.00
Coordinator of Activities (High School)	530.00

THE DISTRICT SCHOOL BOARD OF LEE COUNTY, FLORIDA

GRIEVANCE REPORT FORM

NAME OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL: _____ ASSIGNMENT: _____

HOME ADDRESS: _____ HOME PHONE: _____

NAME OF PERSON GRIEVANCE FILED WITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. SPECIFIC CONTRACT PROVISIONS GRIEVED ARTICLE(S): _____ SECTION(S) NO. _____

C. STATEMENT OF GRIEVANCE: (including time, place and event leading to the grievance)

D. RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT _____ DATE OF FILING _____

E. DISPOSITION OF GRIEVANCE BY IMMEDIATE SUPERVISOR (OR SUPERINTENDENT):

SIGNATURE OF IMMEDIATE SUPERVISOR _____ DATE OF RESPONSE _____

NAME OF COUNSEL OR ASSOCIATION REPRESENTATIVE: _____

White: To Immediate Supervisor Yellow: To Superintendent Pink: To Association Colored: To Grievant

6178-0086186F002-02