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# AGREEMENT

between

The School Board of Lee County

and



Teachers Association  
of Lee County

1993 - 1994

(Teachers)

12/15/93



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## **TALC**

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### **1993 - 1994**

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ARTICLE 1

PARTIES TO AGREEMENT

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

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

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

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

**1.05 - DEFINITIONS:**

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

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

**FULL-TIME TEACHER:** A teacher who works twenty (20) or more hours per work week.

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

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

1 **IMMEDIATE SUPERVISOR:** For the purpose of this Agreement, the term immediate  
2 supervisor shall mean:  
3

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

8 (b) In the case of a teacher serving more than one school, the immediate supervisor  
9 shall be deemed to be the principals(s) with whom the grievance has been filed.  
10

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

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## ARTICLE 2

### RIGHTS AND PRIVILEGES OF PARTIES

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

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

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

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

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

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

**2.07 - BULLETIN BOARDS:** The Association shall have the exclusive privilege as the labor organization for teachers of posting notices of Association meetings and other materials as approved under Section 2.08 on bulletin board space exclusively assigned to the Association for this purpose by the principal of each school. Such notices shall consist of 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 meeting.

**2.08 - MAILBOXES:** The Association shall have the exclusive privilege as the labor organization for teachers, through its representative, of distributing notices of Association meetings in teacher mailboxes in Schools. Such notices shall consist of the time, date and place at which a meeting will be held. In addition to notices of Association meetings,

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

16 **2.09 - PAYROLL DEDUCTIONS:** Teachers shall have the right to request and be  
17 allowed dues and Association Insurance Program deductions provided that dues  
18 deduction and the proceeds thereof shall not be allowed if the Association has lost its  
19 rights to dues deduction pursuant to Chapter 447, Florida Statutes. Upon receipt of a  
20 properly executed authorization card from each teacher involved, on a form approved by  
21 the Board, the Board shall deduct from the teacher's paycheck the amount that the  
22 teacher has agreed to pay the Association. These deductions shall remain in effect  
23 unless such authorization is revoked by the teacher upon thirty (30) days written notice  
24 to the Board and to the Association. Dues deduction authorization cards must be  
25 presented to the Payroll Department six (6) work days before the pay period in which the  
26 deduction begins. Any teacher who has requested deductions and who leaves the  
27 employment of the school district or terminates his/her authorization for payroll  
28 deductions shall not be required to pay any further amounts to the Association. Any  
29 dispute as to the amount deducted shall be solely between the Association and the  
30 teacher involved. The Association and the individual teacher shall hold the School Board  
31 harmless for any liability arising from the deductions as certified by the Association.  
32 There shall be a charge of five cents (.05) per check per member for the above  
33 deductions to be paid for by the Association.  
34

35 **2.10 - BUILDING ACCESS:** Designated representatives of the Association shall have  
36 the exclusive right as the labor organization for teachers to visit schools to conduct  
37 necessary Association business. Immediately upon arrival at any school facility, such  
38 representative shall make his/her presence known to the principal or designee and shall  
39 indicate the purpose of such business. In no event shall such representative in any way  
40 interfere with the instructional program or in any manner interrupt the performance of job  
41 responsibilities of any teacher or other district employee. It shall be the right of the  
42 principal to determine that such activity does not interfere with the school program.  
43

44 **2.11 - ASSOCIATION LEAVE:** The president of the Association may be granted  
45 personal leave for the school year(s) of his/her term of office. Such leave shall be  
46 granted with the same privilege and benefits approved with personal leave for other  
47 employees.  
48

1 **2.111** The president of the Association and/or his/her designee may be allowed to take  
2 up to a total of forty (40) days leave per year to conduct necessary Association business  
3 provided written request thereof is submitted in advance to the Superintendent. The full  
4 cost of the certified substitute rate of pay shall be paid by the Association for each day  
5 of Association leave requested when the leave request is processed. No more than ten  
6 (10) days may be used by any one person.  
7

8 **2.12 - FACULTY MEETINGS:** Upon request by the Association representative, the  
9 building principal will announce during the faculty meeting that the representative will  
10 make announcements concerning Association business at the close of the meeting.  
11 Attendance during the representative's announcements shall be voluntary.  
12

13 **2.13 - CONSULTATION:** The Association may request a consultation with the  
14 Superintendent for the purpose of seeking clarification and improving communication in  
15 areas affecting terms or conditions of employment. Such consultation shall be initiated  
16 by a written request to the Superintendent. A proposed agenda shall be submitted by  
17 the Association at the time of the request. The meeting shall be set at a time that will  
18 not require employment of a substitute.



**ARTICLE 3  
NEGOTIATION PROCEDURE**

**3.01 - 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.

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

**3.03 - SUCCESSOR AGREEMENT:** Request for an initial negotiation meeting relative to a successor agreement shall be made in writing to the Superintendent between January 2 and April 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.

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

**3.05 - PROCEDURE IN CASE OF 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.

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

**ARTICLE 4  
GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

**4.07 - 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,

1 either personally or accompanied by an Association representative, if the grievant so  
2 chooses. In the event that the grievant chooses to have an Association representative  
3 present, the grievant shall give the immediate supervisor at least one (1) working day's  
4 notice of the grievant's request for a meeting, the intended presence of an Association  
5 representative, and the nature of the grievance. If the resolution of the grievance is not  
6 satisfactory to the grievant or if no disposition has been made within five (5) working days  
7 following the informal discussion with his/her immediate supervisor, the grievant may,  
8 within fifteen (15) working days, file a formal grievance with his/her immediate supervisor  
9 on the form set forth in Appendix C, and the steps of the formal grievance as provided  
10 in this Agreement shall be evoked.

#### 11 12 **4.08 - FORMAL GRIEVANCE PROCEDURES:**

13  
14 **STEP I.** A copy of the grievance shall be forwarded by the grievant to the  
15 Superintendent and to the Association at the same time the grievance is filed with the  
16 immediate supervisor. The immediate supervisor shall meet with the grievant, and  
17 his/her legal counsel or Association representative if the grievant so chooses, and  
18 attempt to resolve the grievance. Such meeting will require at least two (2) working days'  
19 notice and shall be held within the ten (10) working days of the date of filing of the formal  
20 grievance. The immediate supervisor shall indicate the disposition of the grievance in  
21 writing within seven (7) working days of such meeting and shall furnish a copy thereof  
22 to the grievant, the Superintendent, and to the Association. If the grievant is not satisfied  
23 with the disposition of the grievance, or if no disposition has been made within the time  
24 limits as provided in Step I, the grievant may submit his/her grievance, as filed in Step  
25 I, to the Superintendent within ten (10) working days of the date of disposition or the  
26 expiration of time limits for a disposition.

27  
28 **STEP II.** The Superintendent shall meet with the grievant, and his/her legal counsel or  
29 Association representative if the grievant so chooses, within ten (10) working days of the  
30 date of filing, and attempt to resolve the grievance. The Superintendent shall indicate  
31 his/her disposition of the grievance in writing within seven (7) working days of such  
32 meeting and shall furnish a copy thereof to the grievant, the immediate supervisor, and  
33 to the Association. In the event the grievant is not satisfied with the disposition of the  
34 grievance at Step II, or if no disposition has been made within the time limits as provided  
35 in Step II, the grievant, with the approval from and representation by the Association, may  
36 submit the grievance to arbitration in accordance with the rules of the American  
37 Arbitration Association.

38  
39 **STEP III:** Submission of a grievance to arbitration shall be initiated by the grievant,  
40 his/her legal counsel or by his/her designated Association representative, by filing a  
41 written request with the American Arbitration Association and with the Superintendent  
42 within ten (10) working days of the date of the Step II disposition of the grievance or the  
43 expiration of time limits for a disposition. The disposition of the grievance made by the  
44 arbitrator shall be binding on both parties; providing that the arbitrator shall have no  
45 power to add or subtract from, modify or otherwise alter the terms of the collective  
46 bargaining agreement. The Board and the Association will share any information relative  
47 to the disposition of the grievance prior to or during arbitration.  
48

1 **4.09 - EXPENSES:** Each party shall bear its own expenses in connection with arbitration;  
2 provided, however, the Association shall share equally with the Board only those fees and  
3 expenses of the arbitrator and witnesses called by the arbitrator.  
4

5 **4.10 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may be  
6 extended by written agreement between the grievant, the Association, and the Board.  
7 Whenever illness or any other incapacity of the grievant prevents attendance at any  
8 grievance meeting, the time limits shall be extended to such time that the grievant can  
9 be present.  
10

11 **4.11 - MISCELLANEOUS:**  
12

13 **4.111 - Grievance Adjustments:** Adjustment of any grievance described herein shall  
14 not be inconsistent with the provisions of this Agreement.  
15

16 **4.112 - Rights Guaranteed by Law:** Nothing contained in the grievance procedure shall  
17 be construed to deny the Board, the Superintendent, the Association or any teacher the  
18 rights guaranteed to them under the laws of the State of Florida or the United States of  
19 America.  
20

21 **4.113 - Meetings - Privacy:** All meetings and hearings under the grievance procedure  
22 shall be held in private and shall include only such parties with an interest, their  
23 representatives, and witnesses as necessary.  
24

25 **4.114 - Release From Work:** All grievances shall be processed during times which do  
26 not interfere with or cause interruption of a grievant's work responsibilities, provided,  
27 however, released time without loss of pay may be granted to teachers whose attendance  
28 is required when grievance meetings are held during work hours.  
29

30 **4.115 - Responsibilities During Grievance Processing:** The filing of a grievance shall  
31 in no way interfere with the right of the Board to proceed to carry out its management  
32 responsibilities, subject to the final resolution of the grievance. The teacher shall abide  
33 by the management decision involved in any grievance, prior to and during the time the  
34 grievance has been filed and shall not discontinue his/her duties prior to and during the  
35 time a grievance is being processed.  
36

37 **4.116 - Grievance Records:** All official records of the processing of a grievance shall  
38 be confidential and be filed separately from the personnel file of grievant.  
39

40 **4.117 - Time Limits:** Failure of the grievant to proceed with a grievance within the time  
41 herein before provided shall bar the grievant from any further right to pursue that  
42 grievance.  
43

44 **4.118 - Jurisdiction:** Should a grievance arise as the result of an alleged violation of  
45 an Association right as identified in Article 2, Sections 3, 4, 5, 6, 7, 8 and 9, and the  
46 grievant and the principal agree that the principal is without the authority necessary to

1 resolve the issue, the grievant may file the grievance with the Superintendent and  
2 proceed through the grievance procedure from Step II forward.

3  
4 **4.119 - Grievance Forms:** Standard forms (Appendix C) shall be made available to  
5 members of the bargaining unit and representatives of the Association upon request.

6  
7 **4.12 - Waiver of Steps:** By mutual agreement, the parties may waive Step I and Step  
8 II.

**ARTICLE 5**  
**TEACHING CONDITIONS**

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

- (a) A lunch time each day equivalent to the student lunch time, but not less than twenty-five (25) minutes. The teacher's lunch period shall be without direct responsibility for students.
- (b) Each middle and high school teacher shall be given one (1) continuous planning/conference time of not less than one instructional period per day. 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, are required unless the teachers are excused by the administrative staff member calling the meeting. On the first day of each semester, each principal shall prepare and provide the teachers with a calendar enumerating the required responsibilities that occur outside of regular duty hours and the times and dates of those responsibilities. In the event that an exact time or date is not known, an approximate date and time will be provided until such time as information becomes available. The Principal may at his/her discretion modify this calendar, by adding or eliminating required responsibilities, during the school year. 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

1 arrival each day by personally signing the school's teacher duty roster and may  
2 leave their school or other scheduled duty area during the work day only with the  
3 approval of their principal or other immediate supervisor. If volunteers are not  
4 available, when teacher participation in extracurricular activities is required and  
5 there is no additional compensation, assignments will be made on a rotating basis  
6 in a manner to insure equitable distribution of additional responsibilities. Upon  
7 approval by the principal, teachers may be given access to the building to  
8 voluntarily perform job-related duties.  
9

10 **5.02 - TEACHER PREPARATION:** For purposes of this section, the following definitions  
11 shall apply:  
12

- 13 a. Lesson Plans - Detailed daily description of instructional activities for students.
- 14 b. Disclosure Documents - A general statement of course requirements, materials  
15 and objectives.
- 16 c. Course Outline - A sketchy description of how the performance standards will be  
17 met over a 6-15 week period of instructional time.
- 18 d. Course - That body of instructional information identified by each specific course  
19 code directory number.  
20  
21  
22  
23

24 Each teacher shall prepare a lesson plan covering the full calendar week no later than  
25 the next to last day of the preceding school week. Upon request to the teacher, lesson  
26 plans are subject to review by the principal or other immediate supervisor. There shall  
27 be no more than four (4) different course preparations per day for middle or high school  
28 teachers except as approved by the Superintendent.  
29

30 **5.03 - CHANGE OF SCHEDULES, EMERGENCIES:** In the event of an emergency or  
31 other unusual circumstances as determined by the principal or other immediate  
32 supervisor, a teacher's daily work schedule may be temporarily changed. When such a  
33 schedule change necessitates the loss of a teacher's planning/conference period, and no  
34 volunteers are available, the loss of planning/conference period shall be on a rotating  
35 basis.  
36

37 **5.04 - PHYSICAL FACILITIES:** The Board shall involve teachers in the preparation of  
38 educational specifications for school facilities. The specifications shall be used in the  
39 planning and construction of new facilities and in the planning of additions or the  
40 remodeling of existing facilities. These specifications will be used, at the discretion of the  
41 Board. Such specifications may include:  
42

- 43 (a) teaching room/station for each teacher commensurate with the design capacity  
44 of the school;
- 45 (b) teacher dining area;
- 46 (c) teacher preparation/rest areas and furnishings;
- 47 (d) adult rest room facilities;
- 48 (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;
- (k) custodial and maintenance provisions;
- (l) acoustical control;

**5.041** - Each teacher shall have a securable storage space for teaching materials and equipment.

**5.042 - SAFE CONDITIONS:** Adequate, clean, safe and sanitary working conditions shall be provided for all employees. No employee shall be required to work in unsafe conditions or perform tasks which endanger health and safety. The site supervisor or principal shall, in consultation with the Director of Risk Management, whenever possible, make an initial determination as to whether an unsafe working condition exists.

**5.043 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes aware of an unsafe or a working condition which endangers health shall immediately report the situation to his/her supervisor. A safety deficiency form shall be provided for this purpose. The supervisor shall investigate the report and shall, in consultation with the Director of Risk Management, whenever possible, initiate whatever corrective action he/she deems appropriate.

**5.05 - 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.

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

**5.07 - 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.



1 **5.08 - INTERRUPTIONS:** Assemblies, testing programs, and other school activities  
2 which disrupt normal classroom instruction shall be rotated when possible so that the  
3 same classes are not continually affected. Classes shall be free of unnecessary  
4 interruptions by use of the intercommunications systems. Visitation to classrooms by  
5 non-employees shall be approved by the supervisor. When possible, affected employees  
6 shall be informed in advance.  
7

8 **5.09 - ADMINISTRATIVE DUTY:** In schools that do not have an Assistant Principal or  
9 Second Administrator, a teacher shall be designated to perform administrative duties.  
10

11 Teachers may volunteer but shall not be required to assume administrative duties in the  
12 absence of the Principal or other immediate supervisor.  
13

14 **5.10 - REPORTS-CONTROL AND FORMS-CONTROL MANAGEMENT SYSTEMS**  
15 **COMMITTEE**  
16

- 17 (a) There shall be a Lee County Reports-Control and Forms-Control Management  
18 System Committee as provided in F.S. 229.555(2)(b)(1).  
19
- 20 (b) The above-named committee shall consist of at least seven (7) members; the  
21 teacher members to be appointed by the president of the Association and the  
22 administrative members to be appointed by the Board.  
23
- 24 (c) The above-named committee shall meet as needed at the call of the chairperson  
25 of the committee, at times which will not require employment of substitutes, to  
26 develop procedures to recommend to the School board, for eliminating, reducing,  
27 revising, and consolidating paperwork and data collection requirement.  
28
- 29 (d) The above-named committee shall prepare and submit to the School Board an  
30 annual report of its findings and recommendations.  
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32 **5.11 - DESIGNATED SMOKING AREA:** A designated smoking area will be provided at  
33 each work site. All other areas will be smoke-free.

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**ARTICLE 6**  
**CLASS SIZE**

**6.01 - CLASS SIZE COMMITTEE:** A class size committee consisting of five (5) administrators appointed by the Superintendent, one of whom shall be the chairman, and five (5) teachers appointed by the Association president shall make recommendations to the Superintendent regarding class size. The class size committee will meet within five (5) weeks of the first day of each semester and thereafter as determined by the committee for the purpose of reviewing Association concerns regarding class size. Specific instances shall be identified in writing by the Association one week prior to the committee meeting only after reasonable efforts have been made to resolve same through the school level administrators. The committee shall submit a report, which may include recommendations, to the Superintendent following each meeting. The Superintendent will review the class size committee report and respond in writing to the committee. All reports and recommendations by the committee shall be recommendatory and the Superintendent retains final authority over class size.

**ARTICLE 7**  
**TEACHER AUTHORITY AND PROTECTION**

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

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

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

(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 Illness-in-the-Line-of-Duty leave as provided by 231.41, F.S., and Section 12.023 of this Agreement. After ten (10) work days, the teacher shall receive the salary difference between Workers' Compensation and regular salary under emergency sick leave status, for such term and under such conditions as the Board shall deem proper after medical consultation.

**7.022** - 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-

1 being of students or the learning process. Upon request to the principal or other  
2 immediate supervisor, a teacher shall have the right of representation during investigatory  
3 meetings, conferences, and/or interviews which may lead to disciplinary action. Nothing  
4 herein is intended to preclude the administrator's right to conduct a thorough and  
5 impartial investigation.  
6

7 **7.023** - The contractual status of a teacher who initially employed in the District prior to  
8 July 1, 1984, and a teacher on continuing contract as of July 1, 1984, shall be covered  
9 by Florida Statutes 231.36 as it existed prior to July 1, 1984, and the provisions of the  
10 Agreement. Such teacher's rights shall neither be enhanced nor diminished by the  
11 revisions of Florida Statutes 231.36 which became effective July 1, 1984. The contractual  
12 status of a teacher whose initial employment in the District begins on or after July 1,  
13 1984, shall be governed by the revisions of Florida Statutes 231.36 which became  
14 effective July 1, 1984, and the provisions of this Agreement.  
15

16 **7.024** - Any discipline of an employee including reprimand, disciplinary suspension, or  
17 demotion shall be only for just cause. Discharges and suspension for the purpose of  
18 investigation of charges which might lead to dismissal shall be only for just cause as  
19 defined in Florida Statutes 231 and shall not be subject to the grievance procedure. The  
20 decision of the District not to renew an annual contract employee shall not be subject to  
21 this section.  
22

23 **7.025** - The Board shall reimburse each teacher if either of the following occurs while the  
24 teacher is discharging his/her duties in accordance with his/her job description:  
25

- 26 (1) Loss or damage to items of clothing and related personal property worn or carried  
27 about the person which is damaged or destroyed as a result of an assault.  
28  
29 (2) Loss or damage of personal property as a result of negligence by the building  
30 administrator or his/her designee as determined by the appropriate administrator  
31 of the risk management program within the guidelines of the current self-insured  
32 liability policy.  
33

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

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**ARTICLE 8  
NON DISCRIMINATION**

**8.01 - NONDISCRIMINATION:** The Board and the Association agree that the provisions of this Agreement shall be applied to all teachers without discrimination on the basis of religion, age, sex, marital status, disability, race, color, creed, national origin or political affiliation.

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## ARTICLE 9 SENIORITY

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

Teachers lose their seniority as a result of the following:

- a. termination;
- b. retirement;
- c. resignation;
- d. layoff exceeding three (3) years or exceeding the individual's length of service, whichever is less.

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

**ARTICLE 10**  
**GENERAL EMPLOYMENT PRACTICES**

**10.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:**

- (1) All transfer applicants for a specific position shall be notified in writing as to disposition of each transfer request.
- (2) July 1 will be the normal cutoff date for voluntary transfer. However, if the principals involved can make arrangements that are satisfactory, and if a teacher still desires a transfer, such may be recommended after that date.
- (3) Appropriate certification coverage shall be considered in the approval of transfer requests.

**10.02 - SPECIAL PROVISION:** The provisions in Sections 10.03 and 10.05 shall be implemented as described herein unless an instructional or student need is identified. In such case, upon written request by the teacher or by the Association, the Superintendent (and only the Superintendent) shall determine if a decision contrary to these provisions is in the best interest of the District. The Superintendent shall notify the teacher(s) and the Association in writing prior to placing the senior teacher on involuntary transfer status.

**10.03 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:**

- (1) A transfer is a change from one building or site to another. A reassignment at the same school or site is not a transfer.
- (2) Transfers shall be made on a voluntary basis, whenever possible; however, correct and proper operation of the school district will necessarily require that involuntary transfers be made.
- (3) Prior to determining involuntary transfers, employees shall be given an opportunity to volunteer.
- (4) Involuntary transfers may be made in the event of a school closing.
- (5) Involuntary transfers may be made to achieve a reduction in the number of teachers assigned to a school or program. Teachers selected for involuntary transfer shall be those with the least district seniority in the district who hold certification and are assigned to teach at least 50 percent of the work day in the program being reduced.
- (6) A list of teachers to be involuntarily transferred will be compiled by the Personnel Department. Vacancy information shall be provided to these employees. Thereafter, employees shall indicate the positions, in order of preference, which they desire. Teachers who have the highest seniority and appropriate certification shall be placed first.

- 1 (7) If there are no vacancies in the teacher's area of certification, the teacher shall  
2 be placed in the position of the least senior teacher with the appropriate area of  
3 certification and teaching assignment. In no event shall an involuntary transfer  
4 teacher replace a teacher who has greater seniority. The teacher of second  
5 highest seniority ranking in a certification area shall be placed next, and so on  
6 until each teacher is placed.  
7
- 8 (8) New teachers in a specific subject area shall not be placed in the district until all  
9 involuntary transfer teachers in that subject area have been placed.  
10
- 11 (9) Every effort will be made to apply the principles of involuntary transfer to magnet  
12 schools and new schools; however, due to the special circumstances of these  
13 schools, final decisions shall be made on the basis of instructional requirements  
14 and student needs as determined by the Superintendent.  
15
- 16 (10) The parties to this agreement are committed to the goal of improving racial  
17 balance in the staffing of the schools of the Lee County School District. Every  
18 reasonable effort will be made through hiring and attrition to improve the racial  
19 balance prior to any involuntary transfers.  
20

21 **10.04 - REDUCTION IN FORCE:** In the event that a reduction in force becomes  
22 necessary due to declines in enrollment, budgetary restrictions, reorganization, or other  
23 causes as determined by the Board, the following provisions shall apply:  
24

25 **10.041 -** The Board shall determine the specific work locations and/or special programs  
26 and areas of certification within which positions are to be eliminated. Once the specific  
27 areas of certification and/or positions have been determined, reductions shall be made  
28 on a countywide basis and shall be based upon countywide seniority and certification as  
29 further defined in this section.  
30

31 **10.042 -** For the purpose of reduction in force at the elementary level there shall be  
32 considered to be two areas of certification: kindergarten (to include early childhood  
33 certification) and elementary (grades 1-5).  
34

35 **10.043 -** In the middle and high schools, areas of certification shall be deemed to be  
36 the areas for which the employee holds certification and in which the employee has  
37 worked at least one good year within the past five years.  
38

39 **10.044 -** In Exceptional Student Education, consideration will be given also to  
40 experience in working with the profoundly or the moderately handicapped.  
41

42 **10.045 -** Once specific positions and/or areas of certification and levels have been  
43 identified by the Board, reduction in force shall be made on a countywide basis as  
44 follows:  
45

- 46 (1) Employees holding temporary and/or provisional certification will be the first  
47 reduced.  
48



1 (2) Annual contract employees who hold a professional teaching certificate will be  
2 the next reduced.

3  
4 (3) Continuing/professional service contract employees will be the last reduced.

5  
6 (4) With each of items sub 1-3, reduction shall be made such that persons in  
7 those areas having the least seniority will be the first released. Further reductions  
8 at each level shall be in ascending order of seniority.

9  
10 (5) Any employee whose job is to be eliminated by countywide reduction in force  
11 shall be notified of such by certified mail.

12  
13 (6) Before any reductions in force take place, the Association shall be provided  
14 with a districtwide seniority list of all employees and the notification, the areas of  
15 certification, levels, work sites, and positions to be reduced.

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

23  
24 **10.05 - RECALL FOLLOWING REDUCTION IN FORCE:**

25  
26 (1) Employees in layoff status will retain recall rights for the length of their seniority  
27 not to exceed three (3) years and shall have preference to work over new hires.  
28 It is understood that seniority rights do not exceed the individual's length of  
29 service to the district while under annual, continuing or professional service  
30 contract.

31  
32 (2) Continuing/Professional Service Contract teachers with the greatest seniority shall  
33 be recalled first, provided they are certified to fill the vacant position. Thereafter,  
34 annual contract teachers shall be recalled.

35  
36 (3) Notification of recall will be made by certified mail to the last address in the  
37 employee's records.

38  
39 (4) If a teacher fails to accept an offer of reemployment within 10 work days from  
40 receipt of notification, it shall constitute a resignation.

41  
42 (5) A laid off employee, when offered recall, who is temporarily unable to return due  
43 to medical reasons certified by a licensed medical provider, may request an  
44 extension of recall.

45  
46 **10.06 - TENTATIVE ASSIGNMENTS:** Each teacher shall be given a tentative teaching  
47 assignment in writing for the next school year prior to the last day of duty for the current  
48 year. This shall consist of the school and grade level for elementary; school, grade level

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

10  
11 **10.07 - ADVERTISING AND FILLING VACANCIES:** Teacher vacancies will be published  
12 weekly by the Personnel Department during the regular school year. A vacancy shall  
13 exist when a person is sought to fill a full-time position which has been identified by the  
14 Personnel Department. The notice of vacancies shall list the position, location, and  
15 qualifications including certification coverage for those positions, and deadline date for  
16 application. The notice of vacancies shall be sent to the Association. During the  
17 summer, teachers may dial the appropriate school board number which provides a tape  
18 recorded listing of current instructional vacancies.

19  
20 **10.071 - Evening School:** Vacancies anticipated for evening high school diploma and  
21 vocational programs, and academic programs in the community school programs, shall  
22 be published in the district newsletter prior to the beginning of each semester or summer  
23 term.

24  
25 **10.072 - Summer School:** A list of anticipated summer school teaching vacancies and  
26 instructions for submitting applications shall be published in the district newsletter by May  
27 1 of each year. Each assignment to a summer school position is tentative and subject  
28 to student attendance sufficient to warrant the position. Applicants shall be notified of  
29 tentative assignments by June 1. Applications of continuing contract and professional  
30 service contract teachers who have the appropriate certification, and who are assigned  
31 during the regular school year to the schools from which the summer school students are  
32 drawn, will be given first consideration, provided however, that at least one teacher from  
33 each school will be hired, if there is an applicant from that school who is certified for an  
34 available position.

35  
36 **10.073 - Supplemental Positions:** Those supplemental positions designated on the  
37 salary schedule as countywide shall be advertised in the district newsletter no later than  
38 May 15 of each school year. The deadline for applications shall be ten (10) working days  
39 after the date of publication. Any athletic position listed on the salary schedule  
40 supplement which cannot be filled by a faculty member of the team's school shall be  
41 advertised in the district newsletter. The deadline for applications shall be ten (10)  
42 working days after the date of publication. Each principal shall post a list of supplemental  
43 positions allocated to that school for the subsequent school year until all positions have  
44 been filled. Supplements will not be paid until ratification of the contract covering the  
45 school year during which the supplement is provided, or September 30, whichever is  
46 earlier, with the exception of the following supplements: guidance counselor, agriculture  
47 teacher, school social worker, exceptional student education teacher, detention center  
48 teacher, school psychologist, ROTC and those supplements defined in 10.074.

1 **10.074** - Supplements for high school band director, assistant band director, athletic  
2 director, and seasonal athletic supplements including cheerleading, shall be initiated  
3 when the season begins and shall be prorated for the remainder of the school year.  
4 Upon completion of the specific athletic season, that coach may request written  
5 verification from the principal that all responsibilities have been completed and the  
6 balance will be paid upon receipt of said verification by the Payroll Department.  
7

8 **10.075 - Administrative Position Opportunities:** Opportunities for Administrative  
9 positions shall be published at least twice annually in the notice of vacancies. During the  
10 summer opportunities for administrative positions will be available via telephone  
11 recording.  
12

13 **10.076 - Filling Position:** Any application for an advertised vacancy received by the  
14 Personnel Department from a Lee County teacher shall be reviewed by the appropriate  
15 principal or supervisor prior to recommending an applicant to fill the position. Except in  
16 such circumstances as approved by the Superintendent, a vacancy will not be filled with  
17 other than an interim appointee for at least five (5) working days after the publishing date  
18 of the District newsletter listing the vacancy. Any continuing contract/professional service  
19 contract teacher holding the appropriate certification shall be given first consideration in  
20 the staffing of teaching vacancies. Teacher applicants in the district assigned to a grade  
21 level or subject area outside the scope of their teaching certification shall be given first  
22 consideration for openings within the subject or field of their certification.  
23

24 **10.077 - Notification:** Teachers who have made written application to fill an advertised  
25 vacancy, including a summer or evening school, shall be notified in writing of the action  
26 of the Board in filling such vacancy.  
27

28 **10.08 - PHYSICAL EXAMINATIONS:** This Article is intended to comply with the  
29 Americans with Disabilities Act (ADA). All newly hired teachers must undergo a physical  
30 examination by a licensed medical doctor. The results of this examination shall be stated  
31 on a form provided by the Board. The form must be received by the Board before  
32 employment can begin. Additional medical examination may be required in order to  
33 determine whether matters reported in the initial examination would present a direct  
34 threat to the health or safety of the applicant or of any other person.  
35

36 Once employed, physical examinations may be required only when the employee's  
37 behavior gives reason to suspect that a medical or psychiatric condition may impair the  
38 employee's ability to perform his/her duties, or when the employee has been injured or  
39 ill and an examination is needed in order to determine whether an employee can return  
40 to work safely or to determine whether the employee has a disability for which a  
41 reasonable accommodation can be made.  
42

43 **10.09 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a worker's  
44 compensation injury and who have been evaluated and released by an approved  
45 physician as physically able to return to work with specific limitations, will return to their  
46 job site upon written authorization by the Risk Management Department. The specific  
47 work limitation will be forwarded to the employee's supervisor from the treating physician.  
48 The employee will remain in his/her job site, performing appropriate duties as identified

1 by the supervisor for a period of ten (10) work days. No later than eleven (11) days after  
2 returning to limited duty, the employee will be evaluated by the physician and, if not  
3 released for full duty, will be returned for limited duty for the work period not to exceed  
4 ten (10) work days. At the completion of the second ten (10) day period, if the employee  
5 is not able to return to a full-duty status, he will be evaluated by the physician, the  
6 principal/supervisor and the Risk Management Department to determine the employee's  
7 status. Alternatives such as returning to worker's compensation off-duty status,  
8 continuation of limited duty assignments, alternate duty assignments, and/or other  
9 assignments will be reviewed with the employee.

10  
11 **10.10 - ALTERNATE DUTY ASSIGNMENTS:**  
12

- 13 A. Employees who have experienced a workers' compensation injury and who have  
14 achieved maximum medical improvement as determined by an approved  
15 physician and are unable with or without reasonable accommodation to return to  
16 their previous position may be eligible for alternate duty assignments. Employees  
17 will be evaluated for alternate duty by the Risk Management Department.  
18  
19 B. Alternate Duty assignments are trainee positions at job sites to be identified by  
20 the Personnel Department after a thorough review of the employee's job history,  
21 qualification, and physical limitations. Positions such as clerk typist, data entry  
22 and teachers' aides are some of the possible opportunities for Alternate Duty  
23 training.  
24  
25 C. All alternate duty positions will be funded from the Workers' Compensation loss  
26 fund budget, as directed by the Risk Management Department.  
27

28 **10.101 - Wages:** Employees selected for alternate duty assignments will be paid in  
29 accordance with the appropriate salary schedule, but in no case shall the employee  
30 receive less than the amount received prior to the injury.  
31

32 **10.102 - Duration:** The training period will extend until one of the following events occur:  
33

- 34 a. The employee completes the training as appropriate for the new job assignment  
35 and acquires a non-workers' compensation related position either in or out of the  
36 district.  
37  
38 b. The employee fails to complete the training at which time he/she must be  
39 evaluated for a different position or returned to workers' compensation off-duty  
40 status pending review.

**ARTICLE 11**  
**TEACHER ASSESSMENT**

**11.01** - Within the first sixty (60) days of the teacher's contract year and prior to preparing the formal written report of a teacher evaluation required by law, each teacher shall be informed of the criteria and the procedures to be used in his/her formal observations and evaluation.

**11.012** - Each teacher shall be the subject of a formal observation by an appropriate administrator at least two (2) times each school year. Employees who hold a Continuing or Professional Service contract may elect an alternate assessment procedure in lieu of the formal observations subject to approval by the supervisor. Such procedures are outlined in the Board approved District Performance Assessment Development System. Every reasonable effort will be made to insure that 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.

**11.013** - 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.

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

**11.015** - Each teacher's formal written report of evaluation shall be discussed with him/her by the administrator responsible for preparing the report.

**11.016** - 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.

**11.017** - 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.

**11.018** - All teachers shall be notified of their reappointment status by April 1.

- 1 **11.019** - The date for completion of an annual contract teacher's formal written evaluation  
2 shall be April 1. The date for completion of continuing contract and professional service  
3 contract teachers' formal written evaluation shall be April 30. These evaluations may be  
4 performed earlier when notice of dismissal or non-renewal is given.  
5
- 6 **11.020** - Comments relating to the evaluation of a teacher's performance of duties and  
7 responsibilities shall be made in private.  
8
- 9 **11.021** - For the purpose of this evaluation procedure, the Board's evaluation document  
10 shall include the assessment criteria in F.S. 231.29(4).  
11
- 12 **11.022** - Each teacher shall have the right to review the contents of his/her personnel file.  
13 Each teacher has the right to have another person accompany him/her in the review of  
14 his/her personnel file, if he/she so chooses. Such review shall be made in the presence  
15 of the person responsible for the safekeeping of the personnel files of the Board.  
16
- 17 **11.023** - Upon request from a teacher, the Board will provide, within five (5) working  
18 days, a copy of such contents and records of the teacher's personnel file as is requested  
19 in writing by the teacher. The cost of preparation and duplication of such records shall  
20 be at the teacher's expense.  
21
- 22 **11.024** - A teacher shall have the right to comment, in writing, concerning any materials  
23 in his/her personnel record.  
24
- 25 **11.025** - Teacher personnel files shall be maintained according to Section 231.291 F.S.  
26
- 27 **11.11 - PROFESSIONAL ORIENTATION PROGRAM:** Peer teacher assignments shall  
28 be voluntary. Teachers who serve as peer teachers must participate in the Peer Teacher  
29 Training Program.  
30
- 31 **11.12** - When preparing observation report forms, the peer teacher shall be required to  
32 document only the time and date of the observation and the competencies or other areas  
33 covered during the observation.  
34
- 35 **11.13** - Peer teachers shall be evaluated only on their regular classroom performance  
36 and not on their peer teaching activities.  
37
- 38 **11.14** - The Beginning Teacher's portfolio shall be treated as any other assessment. At  
39 the conclusion of the school year, all documents contained in the portfolio shall be  
40 delivered to the Teacher Education Center and held for five (5) years. Verification of  
41 completion shall be forwarded to the Department of Education by the School District.  
42
- 43 **11.15** - Peer teacher supplements shall be paid in a lump sum at the conclusion of the  
44 assigned beginning teacher's full year program, which may extend to the next school  
45 year.

**ARTICLE 12**  
**PROVISIONS FOR LEAVES**

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

**12.011 - Absence without Leave:** Any absence from duty without leave constitutes a violation of a teacher's contract and shall subject the teacher's contract to cancellation by the Board.

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

**12.013 - Notice of Absence:** Any teacher who will be absent from duty for any cause except for leave duly authorized and granted in advance shall notify the principal or immediate supervisor of the leave needed as soon as possible prior to his/her absence.

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

**12.015 - Notice of Return From Leave:** A teacher having been granted leave for the school year or for the remaining part thereof, who desires to return to duty the next school year, shall so notify the Superintendent in writing by April 1.

**12.016 - Approval of Leave:** All requests for leave shall be submitted on the proper form and shall be subject to approval or disapproval by the Superintendent.

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

## **12.02 - TYPES OF LEAVE:**

**12.0201 - Sick Leave:** Any teacher on a full-time basis shall be entitled to four days of sick leave as of the first day of employment during each contract year and thereafter shall accrue one (1) day of sick leave credit for each month of employment. Sick leave shall be credited to the teacher at the end of the month and may not be used prior to the time it is earned and credited, provided that no teacher may earn more than one (1) day of sick leave times the number of months of employment during the school year. Such leave shall be cumulative (actual number of hours earned) from year to year without limit to the number of hours that may be accrued. Any leave charged against accrued sick leave shall be with full compensation. As stated above, the teacher receives four (4) sick days at the end of the first day of the contract year, but does not actually earn those four (4) days until he/she has worked four (4) months of the contract year. Therefore, if termination occurs when the employee has used more sick days than he/she has earned that contract year, and if he/she has no sick leave accumulated from prior years, the School Board will withhold the amount of the teacher's daily rate of pay for each sick day used that hasn't been earned. Also, if an employee who is eligible for terminal sick pay benefits terminates before completion of his/her contract year, the number of sick leave days for which he/she receives benefit shall not exceed the number of sick leave days accumulated prior to the beginning of that contract year plus one (1) sick leave day for each month of actual employment in the contract year during which termination occurs.

- (1) Claims: Sick leave claims may be submitted by the teacher for his/her own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household.
- (2) Record of Accrued Sick Leave: The Board shall provide all employees with a cumulative record of accrued sick leave hours on each pay statement.
- (3) Use of Sick Leave in Summer School: Regular employees who are employed for the exclusive purpose of working during the summer school session, shall earn one day (actual number of hours worked per day in summer session) of sick leave for each three (3) week term employed during summer school if such employment meets the requirements of law for earning sick leave. However, no more than two (2) days sick leave with pay may be used during summer school in any one summer.
- (4) Application for Sick Leave: Teachers shall notify the appropriate administrator, with as much advance notice as possible, when the use of sick leave is necessary. A claim for sick leave on the proper form shall be signed by the teacher and filed with the principal or other immediate supervisor by the end of the fifth working day following the employee's return to work.
- (5) Conditions for Sick Leave:
  - a. Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2) day shall be defined as one-half the number of hours defined as the teacher's regular work day.



- 1 b. Any teacher who has used all accrued sick leave but who is otherwise  
2 entitled to sick leave shall be granted sick leave without pay. The claim  
3 for such sick leave shall clearly state that the leave is without  
4 compensation.  
5  
6 c. In the case where sick leave abuse is suspected, the Superintendent may  
7 require a doctor's statement of verification of illness. A request to the  
8 Superintendent for a verification of claim may be initiated by the principal  
9 or supervisor.  
10  
11 d. A false claim for sick leave shall be deemed cause for employee discipline  
12 up to and including discharge. Where there is any doubt as to the validity  
13 of a sick leave claim, the Superintendent may require the employee to file  
14 supporting evidence where personal illness is not involved.  
15  
16 e. An application for sick leave due to an extended illness (not fewer than  
17 twenty (20) days) shall have attached to it a statement from a practicing  
18 physician certifying that such leave is essential and indicating the probable  
19 duration of the illness and needed leave.  
20

21 (6) Transfer of Sick Leave: Any teacher shall be entitled to transfer sick leave credit  
22 from other Florida school districts with the restriction that at least one-half (1/2)  
23 of the valid accrued leave shall be established in The School District of Lee  
24 County, Florida.  
25

26 (7) Reinstating Accrued Sick Leave: When a teacher of the Lee County School  
27 District interrupts service through termination and subsequently returns to  
28 employment in the district without having used his/her Lee County accrued sick  
29 leave credit in another Florida school district, such accrued sick leave credit shall  
30 become valid on the first day of contractual service.  
31

32 (8) Terminal Sick Leave Pay: When a teacher receives terminal pay benefits based  
33 on unused sick leave, all unused sick leave credit shall become invalid.  
34

35 **12.0202 - Illness or Injury-In-Line-Of-Duty-Leave**: Any full-time regular employee shall  
36 be entitled to illness or injury-in-line-of-duty leave with pay, less any Workers'  
37 Compensation payments, for a period not to exceed ten (10) work days per fiscal year  
38 regardless of the number of illnesses or injuries, nor to exceed ten (10) days per any  
39 single illness or injury when that illness or injury continues or recurs from one fiscal year  
40 to succeeding fiscal years, except as provided in this Agreement, when he/she has to be  
41 absent from work because of a personal injury received in the discharge of his/her duties.  
42 Illness-in-line-of-duty leave is intended to deal with the illnesses normally known as  
43 childhood diseases such as, but not limited to, mumps, measles and chicken pox. This  
44 leave does not include normal adult illnesses such as colds and influenza. This leave  
45 is nonaccumulative. In addition to the conditions listed below, for both illness and injury-  
46 in-line-of-duty, the Board reserves the right to request a second concurring medical  
47 opinion from a physician designated by the Board. Any additional expense incurred as  
48 a result of this requirement will be paid by the Board.

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

3  
4 a. The teacher must provide written testimony, in addition to his/her testimony,  
5 that his/her injury was received in the line of duty.

6  
7 b. The teacher must file a written claim as outlined below, in addition to the injury  
8 report claim.

9  
10 c. The teacher must utilize the medical provider selected by the employer. The  
11 teacher may make a written request to change the medical provider after initial  
12 consultation.

13  
14 (2) In order to be considered for illness-in-line-of-duty leave, the following conditions  
15 must be met:

16  
17 a. The teacher must supply a letter from a medical doctor, who treated the  
18 patient, stating that in his/her opinion, there is a strong probability that the illness  
19 was contracted at school.

20  
21 b. The teacher must file a written claim as outlined below.

22  
23 (3) Any employee who has claim for compensation while absent because of injury or  
24 illness incurred as prescribed herein, shall file a claim on the standard leave form  
25 provided by the Board with his/her principal or other immediate supervisor by the end of  
26 the fifth working day following the teacher's return to duty after the leave for illness or  
27 injury-in-line-of-duty.

28  
29 **12.0203 - Personal Leave:** Any teacher desiring personal leave shall make written  
30 application for such leave. The teacher shall not be entitled to compensation while on  
31 personal leave except as provided herein. The Board and the Association agree that the  
32 purpose of personal leave is to allow the employee to attend to personal business or  
33 matters which cannot be attended to outside of the employee's regular workday.  
34 Examples of personal business include, but are not limited to, legal and judicial  
35 proceedings, family weddings or graduations, civic functions, etc. Employees who are  
36 found to be in violation of this section through misuse of personal leave may be subject  
37 to disciplinary action.

38  
39 (1) Invalid Use: Personal leave, whether requested without pay or charge to sick leave,  
40 may not be approved for use at the following times, except with the specific written  
41 permission of the Superintendent:

42  
43 a. Personal leave may not be used on the day immediately prior to or following  
44 a holiday or vacation.

45  
46 b. Personal leave may not be used during the first or last week (five (5) school  
47 days) of the student's school year.

1 (2) Personal Leave Charged to Sick Leave:

2  
3 a. Up to five (5) days personal leave with pay may be allowed but deducted from  
4 accumulated sick leave for each teacher during each fiscal year. Any employee  
5 desiring personal leave shall make written application for same on the standard  
6 leave form provided by the Board at least five (5) days in advance when feasible  
7 and not fewer than 24 hours in advance except in cases of emergency. If the  
8 reason for absence is an emergency and prior written request is not possible, the  
9 teacher will notify the principal or immediate supervisor as soon as possible prior  
10 to the absence.

11  
12 b. The use of personal leave charged to sick leave shall be subject to the  
13 following conditions:

14  
15 1. Personal leave may not be cumulative.

16  
17 2. Personal leave is subject to approval and may not be approved if the  
18 Superintendent determines that the granting of this leave will create a  
19 disruption of the instructional setting or of the normal work setting.

20  
21 3. Personal leave charged to sick leave may only be used in increments  
22 of a minimum of one-half (1/2) of the teacher's regular work day.

23  
24 c. The following procedure will be used when a teacher requests personal leave  
25 charged to sick leave:

26  
27 1. Under no circumstances will teachers be required to provide the  
28 supervisor with the reason for the personal leave request.

29  
30 2. If the supervisor feels that approval of this request will in any way  
31 disrupt the instructional setting or work setting, the teacher will be given  
32 two options:

33  
34 a) accept disapproval of the personal leave request, or

35  
36 b) provide the supervisor verbally with a reason for the request so that  
37 the supervisor may try to accommodate the needs of the teacher when the  
38 request, based on the reasons given, is a situation that cannot be  
39 controlled by the employee or postponed to another time. (Some  
40 examples of this would be: family weddings, court appearances, etc.)  
41 The reported reason will not be recorded on the leave request form and  
42 will be held in confidence.

43  
44 3. When a situation arises that necessitates disapproval of requests for  
45 personal leave, the principal or supervisor will give consideration to those  
46 requests in the order in which they are received as determined by the  
47 filing date of the requests.

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

7  
8 a. Extended Personal Leave Without Pay: Personal leave without pay not to  
9 exceed thirty (30) days may be granted at the discretion of the Superintendent.  
10 Personal leave in excess of thirty (30) days shall be subject to approval by the  
11 Board.

12  
13 b. Personal Leave Without Pay for Adoption of a Child: A teacher adopting a  
14 child may request personal leave without pay to become effective at any time  
15 during the first year after receiving defacto custody of a child, or prior to receiving  
16 such custody if necessary, and only to the extent required, to fulfill the  
17 requirements for adoption. The conditions and procedures for adoption leave  
18 shall be as outlined under the applicable section of maternity leave in this article.  
19 Only one adoption leave per household will be granted at any given time.

20  
21 c. Personal Leave Without Pay for Paternity Leave: Teachers may be eligible to  
22 apply for paternity leave pursuant to law, subject to the applicable conditions as  
23 outlined in the section on maternity leave in this article, except that only one leave  
24 of either type will be approved per household at any given time. In addition,  
25 paternity leave will only be granted for a period of time following the birth of the  
26 child.

27  
28 **12.0204 - Maternity Leave**: All full-time teachers shall be eligible for maternity leave.  
29 The teacher shall submit a written request for maternity leave to the Superintendent. The  
30 leave request shall include the date leave is to commence as determined by the teacher  
31 in consultation with her licensed provider. Except in the case of an emergency, a request  
32 for maternity leave shall be made at least thirty (30) calendar days prior to the date on  
33 which the leave is to begin. Maternity leave shall be without pay except that the teacher  
34 must file a claim to use accrued sick leave during that period of the leave for which a  
35 medical disability exists. The teacher must submit a licensed provider's statement  
36 indicating the number of days a medical disability exists. Approval of a claim for  
37 maternity leave shall be contingent upon certification of pregnancy by a licensed medical  
38 provider. In the event that the leave request does not specify a return date, the teacher  
39 shall notify the Superintendent at least twenty (20) working days prior to her intended  
40 return date. Such notice shall be given no later than April 1 in order for the teacher to  
41 be considered for return to duty that school year. The teacher may return to duty on the  
42 date requested upon receipt by the Superintendent of certification from a licensed  
43 provider stating that she is physically capable of performing her job. In the event that  
44 leave is approved by the Board effective on or after the first day of the fourth quarter of  
45 a school year, a request for the next fiscal year shall not extend beyond the end of the  
46 first semester.

1 **12.0205 - Military Leave:** Military leave shall be granted in accordance with applicable  
2 state and federal law. Employees in the National Guard or Reserve shall be granted up  
3 to seventeen (17) days paid leave of absence per school year without loss of pay. Leave  
4 for longer periods shall be granted when the employee is assigned to duty functions of  
5 military character. Such extended leave shall be without loss of seniority but is not paid  
6 leave. An employee shall be granted leave to participate when called for active federal  
7 military service. The first thirty (30) days of leave is with full pay and the remainder is  
8 without pay. Such leave terminates thirty (30) days after release or discharge from active  
9 military service. Such leave shall be without loss of seniority and shall be credited to the  
10 employee for experience credit on the salary schedule but shall not apply to years of  
11 service toward receipt of a professional service contract. Nothing herein shall be  
12 construed to expand any military leave privileges other than those provided by applicable  
13 state and federal law.  
14

15 **12.0206 - Jury Duty Leave:** Any regular teacher, including those employed expressly  
16 for summer school, who is summoned as a member of a jury panel shall be granted  
17 temporary duty leave with pay. The Board shall not reimburse the teacher for meals,  
18 lodging and travel expenses incurred while serving as a juror. Jury fees paid by the court  
19 for such purpose may be retained by the teacher.  
20

21 **12.0207 - Witness Duty Leave:** When a teacher is subpoenaed, he/she may be granted  
22 temporary duty leave. In no case shall temporary duty with pay be granted for court  
23 attendance when an employee is engaged as a party to the litigation. The teacher may  
24 retain any fees received from the court. In the event no fees are received from the court  
25 and the teacher is representing the Board as a witness or a defendant, he/she will be  
26 eligible to be paid per diem and travel expenses, where applicable, upon filing an official  
27 request for reimbursement.  
28

29 **12.0208 - Extended Professional Leave:**

- 30
- 31 (1) By December 1 each school year the Superintendent will publish a list of  
32 certification areas in which a shortage of employees exist. Priority will be given  
33 to employees who apply for study in these areas.  
34
  - 35 (2) Applications will be screened by a Committee of six (6) members. Three (3)  
36 members of the committee will be appointed by the President of TALC and three  
37 (3) members will be appointed by the Superintendent.  
38
  - 39 (3) An applicant must agree to pursue a plan approved by the Committee which leads  
40 to certification in a shortage area identified by the Superintendent unless  
41 otherwise approved.  
42
  - 43 (4) The applicant must provide a written recommendation from his supervisor.  
44
  - 45 (5) The applicant must possess a valid Florida teaching certificate and must have  
46 been continuously employed in the district for five (5) years. Military leave,  
47 extended illness or maternity leave shall not be considered an interruption of  
48 service.

- 1 (6) An application for leave shall be submitted to the Superintendent not later than  
2 January 15 preceding the school year for which the leave is requested. If the  
3 Committee requests clarification of an application, the Committee will inform the  
4 applicant of the time limit for supplying the information.  
5  
6 (7) The Superintendent will give written notice by April 10 of the disposition of each  
7 leave request.  
8  
9 (8) An employee granted a leave shall notify the Superintendent in writing of his  
10 acceptance not later than fifteen (15) days after the applicant has received notice  
11 of approval for leave.  
12  
13 (9) Employees granted extended professional leave shall receive fifty (50%) percent  
14 of their base salary while on said leave.  
15  
16 (10) Employees who are granted this leave shall agree in writing to return to  
17 employment in the District for three (3) years after returning from said leave.  
18  
19 (11) In the event the employee should not return to the District for the three (3) years,  
20 he shall reimburse the board for salary as follows:  
21  
22 a. Zero (0) years of return service the full amount of the leave pay;  
23 b. One (1) year of return service - two-thirds (2/3) of the amount of the leave  
24 pay;  
25 c. Two (2) years of return service - one-third (1/3) of the amount of the leave  
26 pay.  
27  
28 (12) During the period of said leave, the employee shall be entitled to all benefits that  
29 are provided by contract, policy or law, including retirement, seniority, insurance  
30 and sick leave.  
31  
32 (13) Approval of extended professional leave is a discretionary decision of the Board  
33 and is not subject to the grievance procedure.  
34

35 **12.0209 - Temporary Duty:** Upon the approval of the Superintendent, a teacher may  
36 be assigned to be temporarily away from his/her regular duties and/or place of  
37 employment for the purpose of performing other educational services, including but not  
38 limited to participation in surveys, professional meetings, study courses, workshops,  
39 professional organizational meetings, and similar services of direct and long term benefit  
40 to the educational program. Such assignment may be initiated by the principal or other  
41 immediate supervisor, the Superintendent or by the individual who desires the temporary  
42 duty. Temporary duty when approved by the Superintendent shall be with full  
43 compensation of salary. Each request for temporary duty shall be filed with the teacher's  
44 principal or other immediate supervisor as early as possible but at least one (1) week in  
45 advance of the effective date of the temporary duty. In the event that temporary duty  
46 leave is denied, the administrator denying the leave shall discuss the reasons for denial  
47 with the employee upon request.  
48

49 **12.0210- Temporary Duty Leave for Summer Coursework:** Employees enrolled in a  
50 degree-seeking program may be eligible to apply for temporary duty leave of up to a total

1 of five (5) days during pre or post-school planning periods as needed to attend summer  
2 school classes for completion of the degree. Application for this leave must be submitted  
3 at least twenty (20) days prior to the close of the teacher's work year and will be subject  
4 to review and approval by the professional leave committee as defined in Section 12.028.  
5

6 **12.0211 - Insurance Coverage:** The insurance coverage of any employee who is  
7 granted a leave terminates on the first scheduled pay day that the employee does not  
8 receive a paycheck. To continue insurance coverage during the leave period, the  
9 employee must remit all premiums due thereafter when permitted.  
10

11 **12.03 - TERMINAL PAY BENEFITS:** A regular full-time teacher, upon application, after  
12 ten years of creditable service in a retirement plan established by the Florida Legislature,  
13 shall be entitled to terminal pay at the time of:  
14

- 15 (1) normal retirement or early retirement;
- 16 (2) disability retirement;
- 17 (3) termination  
18

19 However, if termination is by death of the teacher, the ten (10) years of creditable service  
20 in a retirement plan established by the Florida Legislature will not be required and  
21 payment will be made to the teacher's beneficiary.  
22

23 12.031 - Terminal pay shall be paid after ten (10) years of creditable service in a  
24 retirement plan established by the Florida Legislature and shall be based on the total  
25 number of accrued and valid sick leave days credited to the teacher at the daily rate of  
26 pay of the teacher at the time of termination. The amount of terminal pay shall be  
27 computed as follows:  
28

29 (1) during the first through third years of service in the district, the daily rate of pay  
30 multiplied by thirty-five (35) percent times the number of days accumulated sick leave;  
31 or  
32

33 (2) during the fourth through sixth years of service in the district, the daily rate of pay  
34 multiplied by forty (40) percent times the number of days accumulated sick leave; or  
35

36 (3) during the seventh through ninth years of service in the district, the daily rate of pay  
37 multiplied by forty five (45) percent times the number of days of accumulated sick leave;  
38 or  
39

40 (4) during the tenth through twelfth years of service in the district, the daily rate of pay  
41 multiplied by fifty (50) percent times the number of days of accumulated sick leave; or  
42

43 (5) during and after the thirteenth year of service in the district, the daily rate of pay  
44 multiplied by one hundred (100) percent times the number of days of accumulated sick  
45 leave.  
46

47 12.032 - Any teacher entitled to terminal pay benefits shall have been under contract to  
48 render services for the period immediately preceding termination of employment and shall

1 not be under suspension from duty except for reasons pertaining to health, or have any  
2 charges pending which could result in dismissal from employment.

3  
4 **12.04- SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a  
5 pool of emergency sick leave days from which contributors may draw after their own  
6 accumulated sick leave has been exhausted. Nothing in this section shall be interpreted  
7 to change any of the provisions in other sections of this Article except as it provides for  
8 additional days of sick leave with pay for members of the SLB

9  
10 **12.041 - Membership** - Any full-time employee may enroll in the Sick Leave Bank  
11 between August 15 and September 30 provided the following three requirements are met:

- 12  
13 a. Continuous employment for at least one (1) year.  
14 b. Accrual of six (6) sick leave days by September 1.  
15 c. Donation of a seventh or subsequent sick leave day by October 15.

16  
17 Application forms for membership shall be provided to teachers at their school centers  
18 during the preschool planning days. Sick leave days donated to the bank will not be  
19 returned except as hereafter provided.

20  
21 **12.042 - Contribution:** In the event the number of days in the SLB balance falls below  
22 thirty percent (30%) of the number of SLB members, each member of the SLB shall be  
23 required to contribute one (1) day, from their own accumulated sick leave to the SLB.  
24 In the event a SLB member cannot contribute an additional day due to leave exhaustion,  
25 and he/she is not currently drawing from the SLB, the additional day automatically shall  
26 be the next accrued sick leave day.

27  
28 **12.043 - Duration:** If membership in the bank and the number of days in the bank  
29 should fall below three hundred (300), the bank shall be discontinued and days remaining  
30 in the bank shall be distributed as provided elsewhere in this section.

31  
32 **12.044 - Administration:**

- 33  
34 (1) The SLB will be administered by the Personnel Department. Forms may be  
35 obtained by participating teachers from the Personnel Office or school center.  
36  
37 (2) An Overview Committee consisting of two (2) representatives appointed by the  
38 Superintendent and two (2) representatives appointed by the Association shall be  
39 formed to review the administration of the bank, investigate alleged abuses, and  
40 determine eligibility as set forth in 12.041 of this section. Committee members  
41 shall be provided a quarterly report showing the number of SLB members,  
42 balance of days, and number of applications for withdrawals.

43  
44 **12.045 - Benefits:** The SLB shall be used only by the SLB member for his/her own  
45 personal illness or disability and may not be used because of the illness, disability, or  
46 death of any other person.  
47



1 (1) In the event of a continuing or catastrophic illness of a participating teacher, causing  
2 the teacher to be absent from work for an extended period of time, the teacher may  
3 receive paid leave as follows:  
4

5 a. All accumulated sick leave and all other forms of paid leave available to the  
6 teacher must first be expended, followed by an unpaid leave of ten (10)  
7 continuous work days.  
8

9 b. Application must be made to the SLB, submitting medical certification and  
10 justification of the number of days required for the leave.  
11

12 c. A maximum of one hundred (100) continuous paid work days may be received  
13 by a teacher in a school year or a total of one hundred (100) days for any one  
14 illness or disability. Having used one hundred (100) days for any one illness or  
15 disability and having returned to work, the teacher shall again become eligible to  
16 draw days for the same illness or disability after a three (3) year waiting period  
17 which shall begin with the date of returning to work.  
18

19 (2) In the event of a continuing or second catastrophic illness of a participating employee  
20 which occurs within one calendar year of the date the employee returned to work after  
21 utilizing the Sick Leave Bank and the employee is approved for sick leave benefits, the  
22 ten (10) days of unpaid leave shall be waived.  
23

24 (3) Questions raised by the Personnel Department concerning the eligibility of an  
25 employee to receive benefits will be reviewed by the Overview Committee which will  
26 make the final determination as to eligibility for benefits. In cases denied, the Overview  
27 Committee shall provide, in writing, reason(s) for such denial. The applicant may appeal  
28 his/her request to the committee for reconsideration within ten (10) days from receipt of  
29 denial. The Overview Committee's determination is not subject to the grievance  
30 procedure and arbitration.  
31

32 **12.046 - Abuse:** Alleged abuse of the SLB shall be investigated by the Superintendent.  
33 Upon a finding of such abuse, the teacher shall be required to repay all of the sick leave  
34 credits drawn from the SLB and shall be subject to such other disciplinary action as  
35 determined by the School Board to be appropriate.  
36

37 **12.047 - Discontinuance:** If it should become necessary to discontinue the SLB, unused  
38 sick leave in the bank will be distributed in the following manner:  
39

40 (1) If the number of unused sick leave days in the bank exceeds the number of  
41 members in the bank, each member will receive one (1) of the unused days to be  
42 credited to his/her personal accumulated sick leave account. Those days  
43 exceeding the number of members in the bank will be dispensed of at the sole  
44 discretion of the Board whose decision will be final and not subject to the  
45 grievance procedure and arbitration.  
46

- 1 (2) If the number of unused sick leave days in the bank is equal to the number of  
2 members in the bank, each member will receive one (1) of the unused days to be  
3 credited to his/her personal accumulated sick leave account.  
4
- 5 (3) If the number of unused sick leave days in the bank is more than one-half (1/2)  
6 but less than or equal to the number of members in the bank, each member will  
7 receive one-half (1/2) of one of the unused days to be credited to his/her personal  
8 accumulated sick leave account. Those days exceeding one-half (1/2) of the  
9 number of members in the bank will be dispensed of at the sole discretion of the  
10 Board whose decision will be final and not subject to the grievance procedure and  
11 arbitration.  
12
- 13 (4) If the number of unused sick leave days in the bank is equal to one-half (1/2) of the  
14 number of members in the bank, each member will receive one-half (1/2) of one  
15 of the unused days to be credited to his/her personal sick leave account.  
16
- 17 (5) If the number of unused sick leave days in the bank is less than one-half (1/2) of  
18 the number of members in the bank, all of the days will be disposed of at the sole  
19 discretion of the Board whose decision will not be subject to the grievance  
20 procedure and arbitration.  
21

22 **12.048 - Hold Harmless:** The Association, its officers, agents, and members of the  
23 bargaining unit will hold the Board, its officers and agents harmless for the cost and  
24 results of any action which may be brought by any of its members, group or groups of  
25 members, members of the bargaining unit, or agencies of law, with respect to the  
26 establishment, administration or expenditure of the assets of the SLB.

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**ARTICLE 13**  
**PERSONAL AND ACADEMIC FREEDOM**

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

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

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**ARTICLE 14**  
**WORK YEAR**

**14.01 - 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.

Teacher duty days are to be used primarily for teachers to work on report cards. Grade sheets shall not be due until one hour prior to the end of this duty day.

**14.02 - CALENDAR COMMITTEE:** Within thirty (30) work days after ratification of this Agreement by the parties, a joint committee of twenty members, ten of whom shall be appointed by the Superintendent including the Chairman and ten of whom shall be appointed by the Association, representing all affected bargaining units, shall meet. The committee shall review the next year's instructional calendar. Disputes not resolved within the calendar committee, or changes to the committee's recommendations shall be subject to bargaining before implementation.

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

14.031 - For employees who work 196, 201, or 206 days, the time shall be made up on the days that students are scheduled to make up school.

14.032 - For employees who work 216 or 226 days, time will be made up by extending the contract year by the number of days missed.

14.033 - For employees who work 260 days per year, time will be made up by extending the length of the work day as determined by the Superintendent.

14.034 - The Board reserves the right to waive make up time.

**ARTICLE 15**  
**HEALTH BENEFITS**

**15.01 - LIFE INSURANCE:** The Board will provide for twenty thousand dollars (\$20,000) of term life insurance for each employee with an additional twenty thousand dollars (\$20,000) accidental death and dismemberment insurance. Coverage shall begin on the date of employment. Each employee may also purchase through payroll deduction an additional twenty thousand dollars (\$20,000) [to be increased to \$60,000 during the 1993-94 school year] of term life insurance and an additional twenty thousand dollars (\$20,000) [to be increased to \$60,000 during the 1993-94 school year] accidental death and dismemberment insurance.

**15.02 - COMPREHENSIVE HOSPITALIZATION:** The Board will provide hospitalization/major medical insurance coverage for each employee. Such coverage shall become effective thirty (30) consecutive days from the date of employment. The date of employment shall be included as one of the thirty (30) days. Pre-existing conditions shall not be covered during the first ninety (90) consecutive days from the date of employment for new employees and their dependents.

15.021 - Health insurance benefits shall be provided effective July 1, 1991 as follows:

15.022 - The deductible shall be \$200 per covered person up to a maximum of \$400 per family; after the deductible has been exhausted a 70-30 co-share of the next \$4100, with the Board paying 70% and the employee 30%; thereafter the Board shall pay 100% of the balance up to \$1,000,000.

15.023 - When a covered person utilizes the services of the Preferred Provider Organization (PPO) participating medical care facility or doctor the deductible shall be \$200 per covered person up to a maximum of \$400 per family; after the deductible has been exhausted, a 90-10 co-share of the next \$4100, with the Board paying 90% and the employee 10%; thereafter the Board shall pay 100% of the balance up to \$1,000,000. However, office visits to PPO participating doctor will be paid by the Board at 100% after a \$10 employee co-pay per visit.

15.024 - During the 1992-93 fiscal year, the Board shall pay 100% of the health insurance premium for all full-time employees. From July 1, 1993 to September 30, 1993 all premiums shall remain unchanged from the 1992-1993 fiscal year. Effective October 1, 1993, through September 30, 1994, the cost of dependent coverage shall be as shown below, and 100% (\$210.97) of the cost of the individual employee coverage shall be paid by the Board. An additional \$17.83 per employee per month will be contributed by the Board to supplement employees' dependent health coverage. Employees who elect dependent coverage shall pay the premium selected according to the following:

| Coverage | Monthly<br>Amount | 24 Pay<br>Amount |
|----------|-------------------|------------------|
| Spouse   | \$179.94          | \$ 89.97         |
| Child    | \$147.54          | \$ 73.77         |
| Children | \$167.10          | \$ 83.55         |
| Family   | \$248.16          | \$124.08         |

**15.03 - LIABILITY:** The Board will provide liability coverage in an amount not to exceed one million dollars (\$1,000,000) per employee for the annual policy year.

**15.04 - ANNUITY PROGRAM:** The Board will make available through payroll deduction or reduction, Board approved tax sheltered annuities. The procedures for making such programs available shall be as provided by policy of the Board.

**15.041 - INCOME PROTECTION COVERAGE:** All employees covered by this contract are eligible for a voluntary payroll deduction for Income Protection coverage. Participation in this plan is voluntary and at the employee's expense. Coverage under the plan shall be by mutual agreement of the Board and the bargaining unit.

**15.05 - SECTION 125 PLAN:**

**15.051 -** The Section 125 Program is, as defined by IRS Section 125 Florida Benefit Plan, a method of offering employees a variety of fringe benefit options to select in order to best meet their own personal need. A "menu" of options is offered. Each option provides a benefit or combination of benefits.

**15.052 -** All employees covered by this contract may participate in this Section 125 Plan at their own expense. To be eligible to participate in the plan, an employee must be under contract, appointed or on Board approved leave. Employees on Board approved leave must submit the monthly premium to the Board in advance if the leave is without pay. Participation in the plan by newly hired employees shall be effective based upon the specifications of each individual benefit.

**15.053 -** Monies saved by the Board, during the 1993-94 fiscal year, from a reduction in the Board's social security contribution for each employee who participates in the Section 125 Plan shall be set aside. These funds shall be used for the equalization of the steps on the teacher's salary schedule.

**15.054 -** Newly hired employees shall sign an enrollment form indicating their selection(s) or waiver at the time they sign their individual contract with the Lee County School Board. Each employee's selection shall be binding until the employee changes his/her selection; however, no changes will be made during the year, except those changes allowed under IRS regulations or state and federal law. An employee may change selections by

1 completing an enrollment form during the anniversary period of Section 125 Plan and  
2 forwarding the form to the Payroll Department prior to the last day of the anniversary  
3 period. Requested changes will be implemented for premium deduction in the month  
4 following the anniversary period.

5  
6 **15.055** - The Section 125 Plan benefit options shall include but not be limited to the  
7 following:

- 8  
9 a. Medical Reimbursement Coverage;  
10 b. Dependent Comprehensive Hospitalization;  
11 c. Additional Term Life and AD&D Coverage;  
12 d. Dental Plan Coverage;  
13 e. Cancer Coverage  
14 f. Vision Care Coverage.

15  
16 **15.056** - Added coverages under the Section 125 Plan shall be by mutual agreement of  
17 the Board and all collective bargaining units.

18  
19 **15.06 - GENERAL PROVISIONS:** The parties agree that the Board's contribution for  
20 applicable insurance benefits specified herein shall provide coverage for 12 months.  
21 Insurance coverages and annuity programs shall be in accordance with the provision of  
22 the laws of Florida and the policies and procedures adopted by the Board.

23  
24 **15.07 - INSURANCE TASK FORCE:** Within thirty (30) work days after ratification of this  
25 Agreement by the parties, a joint task force of sixteen (16) members, eight (8) of whom  
26 shall be appointed by the Superintendent, including the chairman, and eight (8) of whom  
27 shall be appointed by the Association, representing all affected bargaining units, shall  
28 meet. The joint task force shall review the current insurance programs and workers'  
29 compensation issues. It will explore alternatives, improvements, changes and  
30 specifications to the existing insurance programs. In order to be implemented, any  
31 committee recommendations shall be incorporated in the contract after they have been  
32 ratified by both the Board and the Association.

**ARTICLE 16  
COMPENSATION**

**16.01 - SALARIES:** Each teacher shall be paid in accordance with the current year salary schedule as shown in the Appendix. If the Board receives additional revenue pursuant to the third calculation of WFTE by the Florida Department of Education, such additional revenue, less any reductions or shortfalls in any other State or local funding source, shall be applied as an additional proportional salary increase, retroactive to July 1, 1993.

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

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

**16.013** - Teacher participation in voluntary workshops or inservice training outside the school year may be paid a stipend determined by the School Board.

**16.014** - A maximum of ten (10) years experience in out-of-state public schools, state colleges and universities, and U.S. government schools for dependents shall be allowed for salary credit. A maximum of sixteen (16) years experience in Florida public school districts outside of Lee County shall be allowed for salary credit. To be eligible, creditable experience must have been attained after the person held a valid teaching certificate and a four-year degree except when specified otherwise by Florida certification rules.

**16.015** - One year of salary credit shall be granted to speech pathologists for each year of related experience in public or private agencies serving children and families. A maximum of ten (10) years out-of-state experience or sixteen (16) years in-state experience or any combination thereof which does not exceed sixteen (16) years shall be permitted.

**16.016** - One year of salary credit shall be granted to school social workers and school psychologists for each year of related experience in public or private agencies serving children and families up to a maximum of three (3) years.

**16.017** - ROTC instructors initially employed prior to July 1, 1993, shall be placed on the salary schedule at the appropriate experience level based on actual teaching experience as defined above or six (6) years experience credit for military service, or an experience credit in accordance with the District agreement with the military, whichever is greater. ROTC instructors initially employed after July 1, 1993, shall be paid a salary equivalent to the pay they would receive on active duty minus retirement pay currently received, provided, however, those instructors who hold a Florida Teaching Certificate, and teach



1 at least two (2) non-ROTC classes shall be placed on the salary schedule at the  
2 appropriate experience level based on actual teaching experience as defined above or  
3 six (6) years experience credit for military service, or an experience credit in accordance  
4 with the district agreement with the military, whichever is greater.

5  
6 **16.018** - For advancement to a higher salary level, the effective date shall be the date  
7 of completion of all requirements for the degree as stated on official documentation or  
8 registrar confirmation. Such advancement shall be initiated upon the receipt of said  
9 documentation in the Personnel Office.

10  
11 **16.02 - PAY DELIVERY PROCEDURE:**

12  
13 **16.021** - For teachers who work 216 or 226 days per year, the initial paycheck will be  
14 delivered on the July end-of-the-month payroll (226 day personnel) or the August middle-  
15 of-the-month payroll (216 day personnel) provided that the teacher has worked at least  
16 five (5) days and will reflect an amount equal to days worked; however, no teacher will  
17 receive more than 1/24th of the teacher's annual salary. Thereafter, paychecks  
18 representing 1/24th of the teacher's annual salary will be issued on the middle and end  
19 of the month payroll except for the September end-of-the-month check which will be  
20 2/24th's less the amount paid on the July end-of-the-month or August middle-of-the-  
21 month payroll. The balance of the contract shall be issued on the next to the last payday  
22 of the teacher's work year less an amount equal to days worked in the final pay period.

23  
24 **16.022** - For teachers who work 206 days per year or less, the initial paycheck will be  
25 delivered on the August end-of-the-month payroll provided that the teacher has worked  
26 at least five (5) days and will reflect an amount equal to days worked; however, no  
27 teacher will receive more than 1/24th of the teacher's annual salary. Thereafter,  
28 paychecks representing 1/24th of the teacher's annual salary will be issued on the middle  
29 and end of the month payroll except for the September end-of-the-month payroll which  
30 will be 2/24th's less the amount paid on the August end-of-the-month payroll. The  
31 balance of the contract shall be issued on the next to the last payday of the teacher's  
32 work year less an amount equal to days worked in the final pay period.

33  
34 **16.023 - FINAL PAY:** The employee shall receive a final paycheck equal to days worked  
35 in the final pay period on the pay date immediately following the last scheduled work  
36 date.

37  
38 **16.024** - Teachers employed in summer school shall be paid on the last work day in June  
39 provided the teacher has worked at least five (5) days in June, and was assigned prior  
40 to the pre-established personnel cut-off date for processing activity for the current pay  
41 period. Teachers who are assigned after the personnel cut-off date and who work at  
42 least five (5) days during June shall be paid no later than the middle-of-the-month payroll  
43 in July for all days worked through June 30 in the summer school program. Otherwise,  
44 paychecks will be delivered on the last scheduled paydate in July and the balance paid  
45 on the middle-of-the-month payroll in August. The summer school director will notify,  
46 by telephone, all teachers who will not receive a check on the last day in June.  
47 Verification of telephone notification will be confirmed to the teacher in writing.  
48

1 **16.025** - When the 15th or last day of the month falls on a weekend or holiday, checks  
2 will be issued on the last scheduled work day prior to the weekend or holiday.  
3

4 **16.026** - Paychecks will be delivered in a manner that insures confidentiality. Upon  
5 written request, an employee shall receive his/her paycheck in an envelope.  
6

7 **16.03 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon  
8 completion of an application available from the school site or the Personnel Office. If an  
9 employee terminates direct deposit, he/she may not re-enroll for one calendar year from  
10 the date of termination.  
11

12 **16.04 - SUPPLEMENTS:** Each teacher shall be paid a salary supplement in accordance  
13 with the supplemental salary schedule shown in Appendix B. No teacher shall receive  
14 more than three (3) supplements.  
15

16 **16.05 - SUPPLEMENTAL POSITIONS:** Those supplemental positions designated on the  
17 salary schedule as countywide shall be advertised in the district newsletter no later than  
18 May 15 of each school year. The deadline for applications shall be ten (10) working days  
19 after the date of publication. Any athletic position listed on the salary schedule  
20 supplement which cannot be filled by a faculty member of the team's school shall be  
21 advertised in the district newsletter. The deadline for applications shall be ten (10)  
22 working days after the date of publication. Each principal shall post a list of supplemental  
23 positions allocated to that school for the subsequent school year until all positions have  
24 been filled. Supplements will not be paid until ratification of the contract covering the  
25 school year during which the supplement is provided, or September 30, whichever is  
26 earlier, with the exception of the following supplements: guidance counselor, agriculture  
27 teacher, school social worker, exceptional student education teacher, detention center  
28 teacher, school psychologist and ROTC.  
29

30 Supplement for high school band director, assistant band director, athletic director, and  
31 seasonal athletic supplements, including cheerleading, shall be initiated when the season  
32 begins and shall be prorated for the remainder of the school year. Upon completion of  
33 a specific athletic season, that coach may request written verification from the principal  
34 that all responsibilities have been completed and the balance will be paid upon receipt  
35 of said verification by the Payroll Department.

**ARTICLE 17**  
**SCHOOL-BASED DECISION MAKING**

**17.01 - CONCEPT:** The parties to the Agreement endorse the concept of a participatory process through School-Based Decision Making. This is an opportunity for all teachers to have shared decision making at the school in which they work.

**17.02 - THE PROCESS:** To assure acceptability of the school-based decision making process at the school level, the parties agree to the following.

**17.021 - VOTING:** All employees eligible to vote must vote by secret ballot to participate in the school-based decision making process. The issue must be approved by 80% of those eligible to vote. The Association's designated representative(s) and the Board's representative(s) shall count the ballots.

**17.022 - CONTRACT DEVIATION:** Schools that choose to participate in a school based decision making program, after utilizing the following process, shall be permitted to deviate from Article 5, Teaching Conditions, Article 6, Class Size, and Article 7, Section 7.01, Student Discipline and Teacher Responsibility, of this Agreement. All other terms and conditions of this Agreement shall not be altered, modified or deviated from except with the express written consent of the Association. If a School-Based Decision Making program requires a deviation from the Agreement, the decision-making process shall include an opportunity for all teachers to share their opinion. Such a decision shall not be implemented in any school without at least an 80% concurrence of the teachers.

**17.023 - TASK FORCE:** The Board and the Association agree to have a joint task force on restructuring. The task force shall meet on a regular basis and review the implementation of this Article of the Agreement. The task force shall also meet at the request of either party.

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

**17.025 - RENEGOTIATION:** Either party of the Agreement may request negotiating this section without opening other sections.

**17.026 - PARAMETERS FOR SCHOOL-BASED DECISION MAKING:** The joint task force shall review the parameters for decision making to include but not be limited to budgets, instructional materials, personnel and curriculum design.

**17.027 - EXPANSION OF PROGRAM:** Each year there will be a district-wide secret ballot vote of the nonparticipating schools. The total number of participating schools can expand to include ten (10) schools in 1992-93 and fifteen schools in 1993-94. All schools

1 shall be eligible to participate in 1994-95 and each year thereafter. The voting procedures  
2 outlined in 15.021 will be used in selection of additional schools.  
3

4 **17.028 - OPTION FOR SCHOOLS TO DISCONTINUE:** Each participating school shall  
5 establish procedures whereby employees within the school may choose not to continue  
6 in the program for an ensuing year. Such procedures shall be forwarded to the Task  
7 Force prior to initiating the procedures for discontinuation of SBDM.

**ARTICLE 18**  
**ALCOHOL AND DRUG-FREE WORKPLACE**

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

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

**18.03** - As a condition of employment, each employee shall:

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

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

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

**18.05** - No employee shall be required to submit to drug or alcohol testing without reasonable cause.

**18.06** - Possession or use of prescription drugs by an employee for which he holds the prescription is exempt from this section.

1     **18.07** - Employees who perform duties which require the disposition or confiscation of  
2     alcoholic beverages or controlled substances are exempt from this section when  
3     performing those specified duties.  
4

5     **18.08** - Employee assistance will be available through the Personnel Department and  
6     the Employee Assistance Program.  
7

8     **18.09 - ALCOHOL AND DRUG-FREE WORKPLACE TASK FORCE:** A joint task force  
9     of sixteen (16) members, eight (8) of whom shall be appointed by the Superintendent,  
10    including the Chairman, and eight (8) of whom shall be appointed by the Association.  
11    The purpose of the joint task force is to develop policies and procedures for the  
12    implementation of any drug/alcohol testing performed in the district, to comply with the  
13    collective bargaining agreement and/or federal/state laws or regulations.  
14  
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**ARTICLE 19**  
**MISCELLANEOUS**

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

**19.02** - 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.

**19.03** - 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.

**19.04** - 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.

**19.05** - 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.

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**ARTICLE 20**  
**DURATION, ACCEPTANCE AND**  
**REOPENING OF AGREEMENT**

**20.01** - This Agreement shall be effective upon ratification by the bargaining unit and the Board.

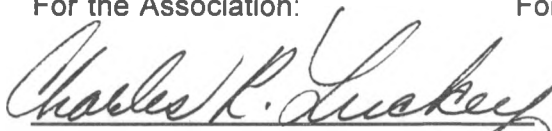
**20.02** - This Agreement, together with all the terms, conditions and effects thereof, shall expire on August 15, 1994, and in no event shall any other provisions of this Agreement contravene the expiration of this Agreement.

**20.03** - This Agreement is signed this 27th day of September, 1993.

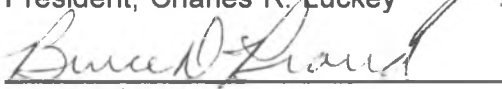
In Witness Whereof:

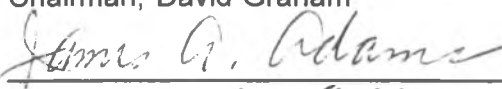
For the Association:

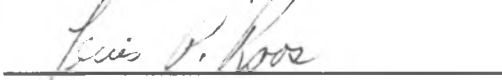
For the Board:

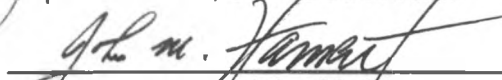
  
President, Charles R. Luckey

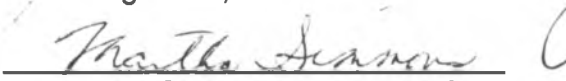
  
Chairman, David Graham

  
Executive Director, Bruce D. Proud

  
Superintendent, James A. Adams

  
Chief Negotiator, Louis P. Roos

  
Chief Negotiator, John M. Hament

  
Bargaining Chairperson, Martha Simmons



APPENDIX A  
Instructional Salary Schedule  
1993-94

Bachelor's Degree

| Years of<br>Experience | Salary |
|------------------------|--------|
| 0                      | 23,660 |
| 1                      | 24,074 |
| 2                      | 24,495 |
| 3                      | 24,924 |
| 4                      | 25,360 |
| 5                      | 25,804 |
| 6                      | 26,256 |
| 7                      | 26,715 |
| 8                      | 27,212 |
| 9                      | 27,923 |
| 10                     | 28,631 |
| 11                     | 29,342 |
| 12                     | 30,053 |
| 13                     | 30,817 |
| 14                     | 31,911 |
| 15                     | 33,222 |
| 16 to 19               | 35,244 |
| 20 to 24               | 36,883 |
| 25 or more             | 38,851 |

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ADD \$1,968 to each figure for Master's  
ADD \$3,344 to each figure for Specialist  
ADD \$4,218 to each figure for Doctorate

## INSTRUCTIONAL SALARY SCHEDULE SUPPLEMENTS

|   | 1993-94 |
|---|---------|
| Academic Coach (High School):   |         |
| Mathematics, Science, Social Studies, English<br>and Foreign Language                                     | 645     |
| Assistant Academic Coach (High School)  | 260     |
| Academic Coach (Middle School):   |         |
| Mathematics, Science, Social Studies, English<br>and Foreign Language                                     | 260     |
| Administrative Designee   | 300     |
| Agriculture Teacher   | 1,170   |
| Band Director:  |         |
| High School   | 1965    |
| Middle School   | 485     |
| Assistant Band Director (High School only)  | 565     |
| Basic Skills Resource Person (Elementary School)  | 805     |
| Choral Director:  |         |
| High School   | 925     |
| Middle School   | 495     |
| Department Head/Team Leader (Middle School):<br>(Number of full-time instructional units* per department) |         |
| 1-3   | 345     |
| 4-6   | 505     |
| 7-9   | 675     |
| 10 or more  | 845     |
| Department Head (High School)<br>(Number of full-time instructional units* per department)                |         |
| 1-3   | 430     |
| 4-6   | 610     |
| 7-9   | 805     |
| 10 or more  | 985     |
| Detention Center Teacher  | 610     |
| Director of Drama (High School)   | 675     |
| Equity Coordinator:   |         |
| 1-10 full-time instructional units per school   | 205     |
| 11-20 full-time instructional units per school  | 245     |
| 21-30 full-time instructional units per school  | 280     |
| 31-up full-time instructional units per school  | 345     |
| ESE Contact Person (Elementary)   | 545     |
| ESE Teacher   | 595     |
| Faculty Environmental Education Coordinator:  |         |
| 1-10 full-time instructional units per school   | 205     |
| 11-20 full-time instructional units per school  | 245     |
| 21-30 full-time instructional units per school  | 280     |

|    |   |       |
|----|---|-------|
| 1  | 31-up full-time instructional units per school                | 345   |
| 2  | Forensics Coach (Middle and High School)                      | 375   |
| 3  | Future Educators of America Sponsor (High School)             | 375   |
| 4  |   |       |
| 5  | *Five sections is equal to one full-time instructional unit.] |       |
| 6  | Grade Level Chairperson (Elementary)                          | 545   |
| 7  | 1-5 full-time instructional regular classroom** units         |       |
| 8  | (1 supplement per school)                                     |       |
| 9  | 6-10 full-time instructional regular classroom** units        |       |
| 10 | (2 supplements per school)                                    |       |
| 11 | 11 or more full-time instructional regular classroom** units  |       |
| 12 | (1 supplement per grade)                                      |       |
| 13 | Guidance Counselor  | 725   |
| 14 | Lee County Youth Orchestra Director                           | 925   |
| 15 | Literary Magazine Advisor (High School)                       | 610   |
| 16 | Newspaper Advisor (High School)                               | 610   |
| 17 | Orchestra & Strings Teacher (county-wide)                     | 855   |
| 18 | Peer Teacher  | 270   |
| 19 | Psychologist  | 1,845 |
| 20 | Resource Teacher, Environmental Education Center              | 955   |
| 21 | ROTC Instructor   | 620   |
| 22 | Safety-Security Supervisor***                                 | 610   |
| 23 | School Safety Patrol Supervisor (Elementary School)           | 260   |
| 24 | (Applicable only when school has active School Safety Patrol) |       |
| 25 | School Social Worker  | 1,660 |
| 26 | Science Fair Director (High School) (1 county-wide)           | 1,120 |
| 27 | Science Fair Director (Middle School) (1 county-wide)         | 1,020 |
| 28 | Science Fair Director (Middle School - school based)          | 375   |
| 29 | Science Fair Sponsor (Elementary School - school based)       | 260   |
| 30 | Student Council Sponsor (High School)                         | 525   |
| 31 | Teacher on Special Assignment                                 | 1,210 |
| 32 | Yearbook Advisor (High School)                                | 620   |
| 33 | Yearbook Advisor (Middle School)                              | 310   |
| 34 | VICA Sponsor  | 595   |

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

\*\*\*Supplements per secondary school based on enrollment:

Middle - up to 500 = 1

500 - 1000 = 2

above 1000 = 3

High - same as dean allocation formula

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 with that title. (Example: all guidance counselors)

|    |   |                           |       |
|----|---|---------------------------|-------|
| 1  |   |                           |       |
| 2  |   | <b><u>ATHLETICS</u></b>   |       |
| 3  |   | <b><u>HIGH SCHOOL</u></b> |       |
| 4  | Athletics/Activities Director   |                           | 2,680 |
| 5  | Baseball  |                           | 1,470 |
| 6  | Assistant Baseball  |                           | 1,350 |
| 7  | Basketball  |                           | 1,725 |
| 8  | Assistance Basketball   |                           | 1,320 |
| 9  | Cheerleading (one supplement for each season-fall/winter)                             |                           |       |
| 10 | Varsity   |                           | 575   |
| 11 | Junior Varsity  |                           | 460   |
| 12 | 9th Grade   |                           | 410   |
| 13 | Cross Country   |                           | 1,040 |
| 14 | Football  |                           |       |
| 15 | Regular Season  |                           | 2,240 |
| 16 | Spring Practice   |                           | 715   |
| 17 | Assistant Football  |                           |       |
| 18 | Regular Season  |                           | 1,470 |
| 19 | Spring Practice   |                           | 495   |
| 20 | Golf  |                           | 1,040 |
| 21 | Soccer  |                           | 1,470 |
| 22 | Assistant Soccer  |                           | 1,350 |
| 23 | Softball  |                           | 1,470 |
| 24 | Assistant Softball  |                           | 1,350 |
| 25 | Swimming  |                           | 1,420 |
| 26 | Tennis  |                           | 1,040 |
| 27 | Track   |                           | 1,470 |
| 28 | Assistant Track   |                           | 1,230 |
| 29 | Trainer (one for each season-fall/winter/spring)                                      |                           | 985   |
| 30 | (All trainers must have completed a trainer workshop prior to receiving the           |                           |       |
| 31 | supplement. Trainers cannot serve as coaches or assistant coaches during any          |                           |       |
| 32 | season for which they receive a trainer supplement.)                                  |                           |       |
| 33 | Volleyball  |                           | 1,470 |
| 34 | Assistant Volleyball  |                           | 1,170 |
| 35 | Wrestling   |                           | 1,470 |
| 36 | Assistant Wrestling   |                           | 1,170 |
| 37 |   |                           |       |
| 38 | <b><u>MIDDLE SCHOOL</u></b>   |                           |       |
| 39 |   |                           |       |
| 40 | Intramural Director   |                           | 1,290 |
| 41 | Intramural Assistant Director   |                           | 855   |
| 42 | Additional Intramural Personnel   |                           | 585   |
| 43 |   |                           |       |
| 44 | (Only those instructors whose program requires them to work beyond the regular school |                           |       |
| 45 | day shall receive the Intramural Supplements. Additional personnel will be hired at   |                           |       |
| 46 | \$575/year as additional student need exists on a ratio of 1 to 50 beyond 150.)       |                           |       |
| 47 |   |                           |       |

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
**GRIEVANCE REPORT FORM**

Name of person(s) filing grievance \_\_\_\_\_

School/Department \_\_\_\_\_ Job Classification \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Name of person grievance filed with \_\_\_\_\_

A. Date cause of grievance occurred \_\_\_\_\_

B. Specific contract provision grieved Article(s) \_\_\_\_\_ Section(s) No. \_\_\_\_\_

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

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D. Relief sought

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Signature of Grievant \_\_\_\_\_ Date of filing \_\_\_\_\_

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

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\_\_\_\_\_  
Signature of Immediate Supervisor

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

Name of counsel or union representative \_\_\_\_\_

White to Immediate Supervisor

Yellow to Superintendent

Pink to Union

Goldenrod to Grievant

Form M15 319 (12-86)

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