9-1-1990

Lee County School Board and Teachers Association of Lee County (1990)

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Lee County School Board and Teachers Association of Lee County (1990)

Location
Lee Co., FL

Effective Date
9-1-1990

Expiration Date
8-15-1991

Number of Workers
2677

Employer
School Board of Lee County

Union
Teachers Association of Lee County

NAICS
61

Sector
Local government

Item ID
6178-008b186f002_03

Keywords
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Comments
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AGREEMENT
between
THE SCHOOL BOARD OF LEE COUNTY
and
TEACHERS ASSOCIATION OF LEE COUNTY

Revised
1990-91
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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. 8H-RC-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 association shall mean the Teachers Association of Lee County.

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

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.

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

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

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

(c) In the case of a member of the bargaining unit not assigned to an individual school, the **immediate supervisor** is deemed to be the coordinator or the director by whom the employee is evaluated.
ARTICLE 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, other materials
such as Association newsletters, which relate to wages, hours, terms and conditions of employment of teachers, and do not advertise or otherwise promote the interests or cause of any commercial, political or non-school agency, individual or organization, may be distributed in teacher mailboxes in schools. A copy of all materials placed in teacher mailboxes shall be given by the Association to the office of the Superintendent prior to each distribution. The Association shall provide a copy of all materials with a notice for distribution from the Superintendent's office to the principal or his/her designee prior to placement in mailboxes. The Association shall have the use of the intra-school mail service for the delivery of notices of meetings to school centers. This use is contingent upon the Board's receipt of an indemnification agreement from the Association, holding the Board harmless from all fines and attorney's fees resulting from any litigation on this issue. The Association's delivery location shall be the Board's central mailroom. A copy of each notice of Association meeting shall be subject to approval by the Superintendent prior to each distribution.

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

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

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

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

2.12 - FACULTY MEETINGS: Upon request
by the Association representative, the building
principal will announce during the faculty
meeting that the representative will make
announcements concerning Association business
at the close of the meeting. Attendance during
the representative's announcements shall be voluntary.
2.13 - CONSULTATION: The Association may request a consultation with the Superintendent for the purpose of seeking clarification and improving communication in areas affecting terms or conditions of employment. Such consultation shall be initiated by a written request to the Superintendent. A proposed agenda shall be submitted by the Association at the time of the request. The meeting shall be set at a time that will not require employment of substitutes.
ARTICLE 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 April 1 and June 1 of the term of any agreement. This meeting shall be held within fifteen (15) days of the date such request is received by the superintendent and shall be held at a time and place agreed upon by the superintendent and the Association's designated representative.

3.04 - RATIFICATION: No final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of those voting from the bargaining unit. Within fifteen (15) days following tentative agreement between the negotiating teams, the Association shall submit the full agreement to the members of the bargaining unit for ratification or rejection. The superintendent shall promptly submit the full agreement to the Board for consideration and ratification or rejection.
3.05 - PROCEDURE IN CASE OF NONRATIFICATION: Should either the bargaining unit or board membership not ratify the tentative agreement, meetings between the negotiating teams must be convened within twenty (20) days. This section shall not apply if impasse is invoked.

3.06 - IMPASSE: Impasse may occur only as provided for in Chapter 447, Florida Statutes.
ARTICLE 4
GRIEVANCE PROCEDURE

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

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

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

4.031 - In any school, the immediate supervisor is deemed to be the building principal or acting principal in his/her absence.
4.032 - In the case of a teacher serving more than one school, the immediate supervisor shall be deemed to be the principal(s) with whom the grievance has been filed.

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

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

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

4.06 - DATE OF DISPOSITION: The date of disposition shall be the date on which the supervisor delivers the disposition to the grievant or the date of 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, either personally or
accompanied by an Association representative, if the grievant so chooses. In the event that
the grievant chooses to have an Association representative present, the grievant shall give
the immediate supervisor at least one (1) working
day's notice of the grievant's request for a meet-
ing, the intended presence of an Association re-
presentative, and the nature of the grievance.
If the resolution of the grievance is not satis-
factory to the grievant or if no disposition has
been made within five (5) working days following
the informal discussion with his/her immediate
supervisor, the grievant may, within fifteen (15)
working days, file a formal grievance with his/her immediate supervisor on the form set forth
in Appendix C, and the steps of the formal grie-
vance as provided in this Agreement shall be
evoked.

4.08 - FORMAL GRIEVANCE PROCEDURES:

**STEP 1.** A copy of the grievance shall be for-
warded by the grievant to the Superintendent
and to the Association at the same time the
grievance is filed with the immediate supervisor.
The immediate supervisor shall meet with
the grievant, and his/her legal counsel or Associ-
ation representative if the grievant so chooses,
and attempt to resolve the grievance. Such
meeting will require at least two (2) working
days' notice and shall be held within the ten
(10) working days of the date of filing of the
formal grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the grievant, the Superintendent, and to the Association.

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

**STEP III.** In the event the grievant is not satisfied with the disposition of the grievance at Step II, or if no disposition has been made within the time limits as provided in Step II, the grievant, with the approval from and representation by the Association, may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. Submission of a grievance to arbitration shall be initiated by the grievant, his/her legal counsel or by his/her designated Association
representative, by filing a written request with the American Arbitration Association and with the Superintendent within ten (10) working days of the date of the Step II disposition of the grievance or the expiration of time limits for a disposition. The disposition of the grievance made by the arbitrator shall be binding on both parties; providing that the arbitrator shall have no power to add or subtract from, modify or otherwise alter the terms of the collective bargaining agreement. The Board and the Association will share any information relative to the disposition of the grievance prior to or during arbitration.

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

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

4.11 - MISCELLANEOUS:

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

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

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

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

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

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

4.117 - **Time Limits:** Failure of the grievant to proceed with a grievance within the time hereinbefore provided shall bar the grievant from any further right to pursue that grievance.

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

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

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

(a) A lunch time each day equivalent to the student lunch time, but not less than twenty-five (25) minutes. The teacher's lunch period shall be without direct responsibility for students.

(b) Each middle and high school teacher shall be given one (1) continuous planning/conference time of not less than one instructional period per day. Elementary school teachers shall have planning/conference time totaling not less than fifty (50) minutes per day or the equivalent on a weekly basis to include a minimum of thirty (30) minutes per teacher per day except in those cases where this provision would create a disruption of the instructional program. Such time shall be used for lesson preparation and for meeting other job description responsibilities.

(c) Fulfillment of performance responsibilities as defined by the Board's job description for teachers shall be made available upon request to the individual supervisor.
(d) The Board and the Association recognize that schools provide many learning activities other than in individual classrooms. When participation in such activities is found to be necessary, if volunteers are not available, assignments shall be on a rotating basis in a manner to insure an equitable distribution of additional responsibilities.

(e) In addition to the above stated hours, other professional responsibilities such as attendance at faculty, or other official school related activities or meetings called by the principal, Superintendent or other administrative staff member, is required unless the teacher is excused by the administrative staff member calling the meeting. Every reasonable effort will be made by school administrators to minimize required attendance by teachers beyond the above-stated hours.

(f) Each building principal shall determine the arrival and leaving time of teachers assigned to each school. Teachers shall indicate their presence for duty upon arrival each day by personally signing the school's teacher duty roster and may leave their school or other scheduled duty area during the work day only with the approval of their principal or other immediate supervisor. If volunteers are not available when teacher participation in extracurricular activities is required and there is no additional compensation, assignments will be made on a rotating
basis in a manner to insure equitable distribution of additional responsibilities. Upon approval by the principal, teachers may be given access to the building to voluntarily perform job-related duties.

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

(a) **Lesson Plans** - detailed daily description of instructional activities for students.

(b) **Disclosure Documents** - A general statement of course requirements, materials and objectives.

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

(d) **Course** - That body of instructional information identified by each specific course code directory number.

Each teacher shall prepare a lesson plan covering the full calendar week no later than the next to last day of the preceding school week. Upon request to the teacher, lesson plans are subject to review by the principal or other immediate supervisor. There shall be no more than four (4) different course preparations per day for middle or high school teachers except as approved by the Superintendent.
5.03 - CHANGE OF SCHEDULES, EMERGEN-
CIES: In the event of an emergency or other
unusual circumstances as determined by the
principal or other immediate supervisor, a
teacher's daily work schedule may be temporarily
changed. When such a schedule change neces-
titates the loss of a teacher's planning/conference
period, and no volunteers are available, the
loss of planning/conference period shall be
on a rotating basis.

5.04 - PHYSICAL FACILITIES: The Board
shall involve teachers in the preparation of
educational specifications for school facilities.
The specifications shall be used in the planning
and construction of new facilities and in the
planning of additions or the remodeling of
existing facilities. These specifications may
be used, in the Board's discretion, insofar as
funds are available, to meet the facility needs
of existing schools. Such specifications may
include:

(a) teaching room/station for each teacher
    commensurate with the design capacity
    of the school;
(b) securable teacher desks and storage space
    for teaching materials and equipment;
(c) teacher dining area;
(d) teacher preparation/rest areas and
    furnishings;
(e) adult restroom facilities;
(f) conference rooms;
(g) climate control;
(h) designated employee parking area;
(i) instructional equipment;
(j) chalkboards and tackboard areas;
(k) building and grounds safety and security provisions;
(l) custodial and maintenance provisions;
(m) acoustical control.

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 chairperson 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 chairperson 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.

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

5.09 - ADMINISTRATIVE DUTY: Teachers may volunteer for but shall not be required to assume administrative duties in the absence of the principal or other immediate supervisor.

5.10 - REPORTS-CONTROL AND FORMS-CONTROL MANAGEMENT SYSTEM COMMITTEE:

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

(c) The above-named committee shall meet as needed at the call of the chairperson of the committee, at times which will not require employment of substitutes, to develop procedures to recommend to the School Board, for eliminating, reducing, revising, and consolidating paperwork and data collection requirements.

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

5.11 - DESIGNATED SMOKING AREA:
A designated smoking area will be provided at each work site. All other areas will be smoke-free.
6.01 - CLASS SIZE COMMITTEE: A class size committee consisting of five (5) administra-
tors 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 Superinten-
dent regarding class size. The class size com-
mittee 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 recom-
mendations, 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 - STUDENT DISCIPLINE AND TEACHER RESPONSIBILITY: The Board and the Association recognize that effective student discipline is prerequisite to effective teaching and learning. Interaction between teachers and administrators in the development of an efficient discipline program in the school is necessary. The Board and the Association agree that appropriate instruction of students in meaningful learning activities helps to prevent discipline problems and promotes the development of self-discipline. Therefore, each teacher has the responsibility to exercise his/her full professional competence toward motivating students into meaningful learning activities and thereby establish effective discipline for each student in each classroom.

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

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 class­
room 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 enforce­
ment 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 10.023 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-being of students or the learning process. Upon request to the princi-
pal or other immediate supervisor, a teacher shall have the right of representation during investigatory meetings, conferences, and/or interviews which may lead to disciplinary action. Nothing herein is intended to preclude the administrator's right to conduct a thorough and impartial investigation.

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

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

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

(1) Loss or damage to items of clothing and related personal property worn or carried about the person which is damaged or destroyed as a result of an assault.

(2) Loss or damage of personal property as a result of negligence by the building administrator or his/her designee as determined by the appropriate administrator of the risk management program within the guidelines of the current self-insured liability policy.

The total liability of the Board under this section, per teacher occurrence, shall not exceed six hundred dollars ($600) less any amount reimbursed by insurance. A proof of loss statement, including verified replacement value, shall be provided by the teacher.
ARTICLE 8
GENERAL EMPLOYMENT PRACTICES

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 age, sex, marital status, physical handicap, race, color, creed, national origin or political affiliation.

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

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

8.022 - Summer School: A list of anticipated
summer school teaching vacancies and instructions for submitting applications shall be published in the district newsletter by May 1 of each year. Each assignment to a summer school position is tentative and subject to student attendance sufficient to warrant the position. Applicants shall be notified of tentative assignments by June 1. Applications of continuing contract teachers who have the appropriate certification, and who are assigned during the regular school year to the schools from which the summer school students are drawn, will be given first consideration.

8.023 - **Supplemental Positions:** Those supplemental positions designated on the salary schedule as county-wide shall be advertised in the district newsletter no later than May 15 each school year. The deadline for applications shall be ten (10) working days after the date of publishing. Any athletic position as listed on the Salary Schedule Supplements list which cannot be filled by a faculty member of the school in which the team exists shall be advertised in the district newsletter. The deadline for applications shall be ten (10) working days after the date of publishing. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year.
no later than May 15, and will announce
the posting when it occurs to the
instructional staff at the school. This
list shall not include any supplemental
position which is an extension of regular
teaching duties. The posting of this
list shall continue during the subsequent
year, designating vacancies until such
time as all positions have been filled.
Supplemental pay for teachers will
not be reflected in paychecks until
ratification of the contract covering
the school year during which the
supplement is provided, or September
30, whichever is earlier, with the
exception of the following supplements
which are automatically retained with
the position from year to year: Guidance
Counselor, Agriculture Teacher, School
Social Worker, Exceptional Student
Education Teacher, Detention Center
Teacher, School Psychologist and ROTC.
Effective July 1, 1991, supplements
for seasonal athletic, high school band
director and assistant, cheerleader,
and athletic director supplements
shall be initiated when the season
begins and shall be prorated for the
remainder of the school year. Upon
completion of a specific athletic season,
that coach may request written
verification from the principal that
all responsibilities have been completed
and the balance will be paid upon receipt
of said verification by the Payroll
Department.
8.024 - **Administrative Position Opportunities:** Opportunities for Administrative positions shall be published at least twice annually in the District newsletter. During the summer opportunities for administrative positions will be available via telephone recording.

8.025 - **Filling Positions:** Any application for an advertised vacancy received by the Personnel Department from a Lee County teacher shall be reviewed by the appropriate principal or supervisor prior to recommending an applicant to fill the position. Except in such circumstances as approved by the Superintendent, a vacancy will not be filled with other than an interim appointee for at least five (5) working days after the publishing date of the District newsletter listing the vacancy. The Board shall give preference to teachers currently under contract holding appropriate certification in the staffing of summer and evening school programs. Teacher applicants in the district assigned to a grade level or subject area outside the scope of their teaching certification shall be given first consideration for openings within the subject or field of their certification.

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

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

(a) upon initial employment;
(b) upon return from personal illness of twenty (20) or more consecutive working days;
(c) before return from a school related accident.

8.04 - TEACHING ASSIGNMENTS:

8.041 - Tentative Assignments: Each teacher shall be given a tentative teaching assignment in writing for the next school year prior to the last day of duty for the current year. This shall consist of the school and grade level for elementary; and school, grade level and department for middle school; and school and department for high school to which the teacher is tentatively assigned. Teachers shall be notified in writing of any change in assignment prior to the start of classes for the regular school year or second semester. When feasible such changes shall not be made without a prior conference with the teacher(s)
involved. Any teacher who desires a change in grade level and/or subject assignment within his/her school shall file a written statement of this desire with the principal.

8.042 - Voluntary Transfer to Another School:

(1) The name of any applicant whose transfer form is received in the Personnel Office by April 1 shall be made available to the appropriate principal or supervisor. The April 1 date shall not deny any teacher the right to submit a transfer request after this date.

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

(3) July 1 will be the normal cutoff date for voluntary transfer. 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.

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

8.043 - Involuntary Transfer to Another School:
1 (1) Transfer to another school will be on a voluntary basis, whenever possible; however, correct and proper operation of the school district will necessarily require that involuntary transfer be made. In such situations, the Board shall determine the criteria for the selection of teachers to be transferred and these criteria shall be applied uniformly throughout the district. A teacher selected for an involuntary transfer shall be given the reason for such transfer and the opportunity to express any concerns to the principal about such transfer. If requested by the teacher, such reason shall be given in writing. No teacher shall be involuntarily transferred as a disciplinary measure without just cause or due process.

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

(4) Teachers being involuntarily transferred shall be considered prior to those seeking voluntary transfers.

(5) Teachers being involuntarily transferred between schools shall be considered prior to the placement of new teachers in their subject or field of certification.

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

8.051 - The Board shall determine the specific work locations and/or special programs and areas of certification within which
positions are to be eliminated. Once the specific areas of certification and/or positions have been determined, reductions shall be made on a county-wide basis and shall be based upon county-wide seniority and certification as further defined in this section.

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

8.053 - For the purpose of reduction in force at the elementary level there shall be considered to be two areas of certification: kindergarten (to include early childhood certification) and elementary (grades 1-5).
8.054 - In the middle and high schools, areas of certification shall be deemed to be the areas for which the employee holds certification and in which the employee has worked at least one good year within the past five years.

8.055 - In Exceptional Student Education, consideration will be given also to experience in working with the profoundly or the moderately handicapped.

8.056 - Once specific positions and/or areas of certification and levels have been identified by the Board, reduction in force shall be made on a county-wide basis as follows:

1. Employees holding temporary and/or provisional certification will be the first reduced.

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

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

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

(5) Any employee whose job is to be eliminated by county-wide reduction in force shall be notified of such by certified mail.

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

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

8.06 - RECALL FOLLOWING REDUCTION IN FORCE:

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

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

8.063 - The Board shall offer reemployment to all continuing contract/professional service contract teachers with the appropriate certification on the personnel list prior to offering employment to any other individual.

8.064 - The Board shall notify the Association of its decision to recall teachers to employment and shall specify in that notice the number of teachers to be recalled and the areas and/or certification of the positions to be filled.
ARTICLE 9
TEACHER ASSESSMENT

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

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

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

9.013 - 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.

9.014 - 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.

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

9.016 - 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.

9.017 - 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.

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

9.019 - The date for completion of an annual
contract teacher's formal written eval­
uation shall be April 1. The date for
completion of continuing contract and
professional service contract teachers'
formal written evaluation shall be
April 30.

9.020 - Comments relating to the evaluation
of a teacher's performance of duties
and responsibilities shall be made
9.021 - For the purposes of this evaluation procedure, the Board's evaluation document shall include the assessment criteria in F.S. 231.29(4).

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

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

9.024 - A teacher shall have the right to comment, in writing, concerning any materials in his/her personnel record.

9.025 - Teacher personnel files shall be maintained according to Section 231.291 F.S.

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

9.021 - Peer teacher assignments shall be voluntary. Teachers who serve as peer teachers must participate in the Peer Teacher Training Program.

9.022 - When preparing observation report forms, the peer teacher shall be required to document only the time and date of the observation and the competencies or other areas covered during the observation.

9.023 - Peer teachers shall be evaluated only on their regular classroom performance and not on their peer teaching activities.

9.024 - The Beginning Teacher's portfolio shall be treated as any other assessment. At the conclusion of the school year, all documents contained in the portfolio shall be delivered to the Teacher Education Center and held for five (5) years. Verification of completion shall be forwarded to the Department of Education by the School District.
9.025 - Peer teacher supplements shall be paid in a lump sum at the conclusion of the assigned beginning teacher's full year program, which may extend to the next school year.
ARTICLE 10
PROVISIONS FOR LEAVES

10.01 - 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 the 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.

10.011 - 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.

10.012 - Absence Without Pay: The deduction for each day of absence shall be determined by dividing the base salary plus designated supplements by the total number of hours in the teacher's contract year to determine the hourly rate, then multiplying that rate by the number of hours absent. Designated supplements are defined as those supplements that are attached to all positions of a specific title such as guidance counselors, school psychologists, head custodians, etc.
10.013 - **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.

10.014 - **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. 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.

10.015 - **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.

10.016 - **Certification**: A teacher who has been
out on sick leave five (5) days or more, injury or illness in line of duty leave, or maternity leave may be required to provide the Superintendent certification from a licensed physician stating that the teacher is physically capable of performing all of the regular duties required of his job.

10.017 - **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.

**10.02 - TYPES OF LEAVE:**

10.021 - **Sick Leave**: Any teacher on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment during each contract year and thereafter shall accrue one (1) day of sick leave credit for each month of employment. Sick leave shall be credited to the teacher at the end of the month and may not be used prior to the time it is earned and credited, provided that no teacher may earn more than one (1) day of sick leave times the number of months of employment during the school year. 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 (\(\frac{1}{2}\)) day. One-half (\(\frac{1}{2}\)) day shall be defined as one-half the number of hours defined as the teacher's regular work day.

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

c. In the case where sick leave abuse is suspected, the Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of claim may be initiated by the principal or supervisor.
d. A false claim for sick leave shall be deemed cause for employee discipline up to and including discharge. Where there is any doubt as to the validity of a sick leave claim, the Superintendent may require the employee to file supporting evidence where personal illness is not involved.

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

(6) Transfer of Sick Leave: Any teacher shall be entitled to transfer sick leave credit from other Florida school districts with the restriction that at least one-half (½) of the valid accrued leave shall be established in The School District of Lee County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Up to five (5) days personal leave with pay may be allowed
but deducted from accumulated sick leave for each teacher during each fiscal year. Any employee desiring personal leave shall make written application for same on the standard leave form provided by the Board at least five (5) days in advance when feasible and no fewer than 24 hours in advance except in cases of emergency. If the reason for absence is an emergency and prior written request is not possible, the teacher will notify the principal or immediate supervisor as soon as possible prior to the absence.

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

1. Personal leave may not be cumulative.

2. Personal leave is subject to approval and may not be approved if the Superintendent determines that the granting of this leave will create a disruption of the instructional setting or of the normal work setting.
3. Personal leave charged to sick leave may only be used in increments of a minimum of one-half (½) of the teacher's regular work day.

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

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

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

   a) accept disapproval of the personal leave request, or

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

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

(3) **Personal Leave (Without Pay):**

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

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

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

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

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

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

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

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

10.029 - **Extended Professional Leave:**

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

(2) Applications will be screened by a Committee of six (6) members. Three (3) members of the committee will be appointed by the President of TALC and three (3) members will be appointed by the Superintendent.
An applicant must agree to pursue a plan approved by the Committee which leads to certification in a shortage area identified by the Superintendent unless otherwise approved.

The applicant must provide a written recommendation from his supervisor.

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

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

The Superintendent will give written notice by April 10 of the disposition of each leave request.
(8) An employee granted a leave shall notify the Superintendent in writing of his acceptance not later than fifteen (15) days after the applicant has received notice of approval for leave.

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

(10) Employees who are granted this leave shall agree in writing to return to employment in the District for three (3) years after returning from said leave.

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

a. Zero (0) years of return service - the full amount of the leave pay;

b. One (1) year of return service - two-thirds (2/3) of the amount of the leave pay;

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

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

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

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

**Coursework:** Employees enrolled in a degree-seeking program may be eligible to apply for temporary duty leave of up to a total of five (5) days during pre- or post-school planning periods as needed to attend summer school classes for completion of the degree. Application for this leave must be submitted at least twenty (20) days prior to the close of the teacher's work year and will be subject to review and approval by the professional leave committee as defined in Section 10.029(b).

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

10.03 - TERMINAL PAY BENEFITS: A regular full-time teacher, upon application, after having established a vested right in a retirement plan established by the Florida Legislature, shall be entitled to terminal pay at the time of: 

the administrator denying the leave shall discuss the reasons for denial with the employee upon request.
(1) normal retirement;
(2) disability retirement;
(3) termination.

However, if termination is by death of the teacher, an established vested right in a retirement plan established by the Florida Legislature will not be required and payment will be made to the teacher’s beneficiary.

10.031 - Terminal pay shall be based on years of service in the district, the total number of accrued and valid sick leave days credited to the teacher at the time of termination, and the daily rate of pay of the teacher at the time of termination. The amount to be paid shall be computed as follows. If the termination occurs:

(1) during the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days accumulated sick leave;

(2) during the next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days accumulated sick leave;

(3) during the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days accumulated sick leave;
of accumulated sick leave;

(4) during the next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave; or

(5) during and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave.

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

10.04 - SICK LEAVE BANK: The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the provisions in other sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.
10.041 - **Membership:** A full-time employee, having been employed by the Board for at least one (1) year and having at least six (6) days accrued sick leave as of the date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (seventh) sick leave day to the bank between August 15 and September 30 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible teachers at their school centers during the preschool planning days. An employee shall contribute one (1) sick leave day during his/her enrollment period. Sick leave days donated to the bank will not be returned except as hereafter provided.

10.042 - **Contributions:** In the event the number of days in the SLB balance falls below thirty percent (30%) of the number of SLB members, each member of the SLB shall be required to contribute one (1) day, from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and he/she is not currently drawing from the SLB, the additional day automatically shall be the next accrued sick leave day.
10.043 - **Duration:** If membership in the bank and the number of days in the bank should fall below three hundred (300), the bank shall be discontinued and days remaining in the bank shall be distributed as provided elsewhere in this section.

10.044 - **Administration:**

(1) The SLB will be administered by the Personnel Department. Forms may be obtained by participating teachers from the Personnel Office or school center.

(2) An Overview Committee consisting of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the Association shall be formed to review the administration of the bank, investigate alleged abuses, and determine eligibility as set forth in 10.041 of this section. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.

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

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

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

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

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

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

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

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

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

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

(3) If the number of unused sick leave days in the bank is more than one-half (½) but less than or equal to the number of members in the bank, each member will receive one-half (½) of one of the unused days to be credited to his/her personal accumulated sick leave account. Those days
exceeding one-half ($\frac{1}{2}$) of the number of members in the bank will be dispensed of at the sole discretion of the Board whose decision will be final and not subject to the grievance procedure and arbitration.

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

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

10.048 - Hold Harmless: The Association, its officers, agents, and members of the bargaining unit will hold the Board, its officers and agents harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the
establishment, administration or expenditure of the assets of the SLB.
ARTICLE 11
PERSONAL AND ACADEMIC FREEDOM

11.01 - 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.

11.02 - 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.
ARTICLE 12
WORK YEAR

12.01 - 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.

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

12.03 - 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 an emergency. The Board agrees to meet with the Association to discuss make-up days when schools are closed due to an emergency.
12.031 - 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.

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

12.033 - 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. The Board reserves the right to waive make up time.
ARTICLE 13
HEALTH BENEFITS

13.01 - LIFE INSURANCE: The Board will provide 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) of term life insurance and an additional twenty thousand dollars ($20,000) accidental death and dismemberment insurance.

13.02 - 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.

13.021 - Health insurance benefits shall be provided as follows effective December 18, 1990, in accordance with the terms of coverage in effect as of September 1, 1990, as follows: the deductible shall be $200 per covered person up to a maximum of $400 per family (existing); after the deductible has been exhausted, a 70-30 co-share of the next
$4,100, with the Board paying 70% and
the employee 30%; thereafter the
Board shall pay 100% up to $1,000,000
per person.

13.022 - During the 1990-91 fiscal year, the
Board shall pay 100% of the health
insurance premiums for all full-time
employees. Employees who elect de­
pendent coverage shall pay a 24%
premium increase over the amount of
premium in effect as of September 1,
1990. The 24% dependent premium in­
crease shall be effective December 18,
1990, and the cost therefor will be
deducted from the January 15 paycheck
and bi-monthly thereafter.

13.03 - LIABILITY: The Board will provide
liability coverage in the amount of one hundred
thousand dollars ($100,000) per loss per employee
not to exceed two hundred thousand dollars
($200,000) per incident.

13.04 - ANNUITY PROGRAMS: The Board will
make available through payroll deduction or
reduction Board approved tax sheltered
annuities. Such programs shall be available
as provided by Board policy.

13.05 - SECTION 125 PLAN:

13.051 - The Section 125 Program is defined
by IRC Section 125 (26 USC §125),
employee cafeteria plans, as a method
of offering employees a variety of
fringe benefit options from which to select in order to best meet their own personal needs. A "menu" of options is offered. Each option provides a benefit or combination of benefits. The plan shall remain in force during the term of this contract.

13.052 - All employees may participate in the IRC 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 District in advance if the leave is without pay. Participation in the plan shall be effective based upon the specifications of each individual benefit.

13.053 - Newly hired employees shall sign an enrollment form indicating their selection(s) or waiver at the time they sign their contract with the Lee County School Board. Each employee's selection shall be binding for the employee's work year, except those changes required for the plan to continue to qualify under IRS regulations or state and federal law. An employee may change selections by completing a new enrollment card and forwarding it to the Department of Risk Management at least twenty (20) days prior to the last day of
the employee's work year. The change will be implemented on the first day of the employee's work year.

13.054 - The plan benefit options shall include but not be limited to the following:

(1) Medical Reimbursement Coverage;
(2) Dependent Comprehensive Hospitalization;
(3) Additional Term Life and Accidental Death & Dismemberment Coverage;
(4) Income Protection Coverage;
(5) Dental Plan Coverage;
(6) Cancer Coverage;
(7) Vision Care Coverage.

13.055 - Added coverages under the plan shall be by mutual agreement of the Board and all collective bargaining unit representatives.

13.06 - GENERAL PROVISIONS: The Board's contribution for applicable insurance benefits specified herein shall be for 12 months. Insurance coverage shall be in accordance with Florida law and the policies and procedures adopted by the Board.

13.07 - INSURANCE TASK FORCE: Within thirty (30) work days after ratification of this Agreement by the parties, a joint task force of 16 members, eight (8) of whom shall be appointed by the Superintendent, including the chairman, and eight (8) of whom shall
be appointed by the Association, representing all affected bargaining units, shall meet. The joint task force shall review the current insurance programs and workers' compensation issues. It will explore alternatives, improvements, changes and specifications to the existing insurance programs. In order to be implemented, any committee recommendations shall be incorporated in the contract after they have been ratified by both the Board and the Association.
ARTICLE 14
COMPENSATION

14.01 - SALARIES: Each teacher shall be paid in accordance with the current year salary schedule as shown in the Appendix.

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

14.012 - 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.

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

14.014 - 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.

14.015 - 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.

14.016 - 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.

14.017 - ROTC instructors 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.
14.018 - For advancement to a higher salary level, the effective date shall be the date of completion of all requirements for the degree as stated on official documentation or registrar confirmation. Such advancement shall be initiated upon the receipt of said documentation in the Personnel Office.

14.02 - PAY DELIVERY PROCEDURE:

14.021 - For teachers who work 216 or 226 days per year, the initial paycheck will be delivered on the 15th or the last day of the month, whichever comes first, that occurs at least two (2) calendar weeks after the beginning of the teacher's work year. Once issued, this paycheck and the subsequent paychecks representing 1/24 of the teacher's annual salary shall be issued on the 15th and the last day of the month until the next to the last payday when teachers shall be issued the balance of contract salary less 1/24 reserved for final pay.

14.022 - For teachers who work 206 days or less per year, the initial paycheck will be delivered on August 31 provided that the teacher has worked at least five days and will reflect an amount equal to days worked. Thereafter, paychecks representing 1/24 of the teacher's annual salary will be issued.
on the 15th and the last day of the month through May 15. The balance of the contract less 1/24 shall be paid on May 31 (6/24 less days paid August 31) and the final 1/24 shall be paid on June 15.

For teachers who do not receive a partial check on August 31, the teacher will receive 1/24 through May 15, the balance of contract on May 31 less 1/24 to be paid on June 15.

14.023 - Teachers employed in summer school shall be paid on the last work day in June provided the teacher has worked at least five (5) days during June. Otherwise, paychecks will be delivered on the last scheduled paydate in July and the balance paid on August 15.

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

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

14.03 - **DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon comple-
tion of an application available from the school site or the Personnel Office. If an employee terminates direct deposit, he may not reenroll for one calendar year from the date of termination.

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

14.05 - SUPPLEMENTAL POSITIONS: Those supplemental positions designated on the salary schedule as countywide shall be advertised in the district newsletter no later than May 15 of each school year. The deadline for applications shall be ten (10) working days after the date of publication. Any athletic position listed on the salary schedule supplement which cannot be filled by a faculty member of the team's school shall be advertised in the district newsletter. The deadline for applications shall be ten (10) working days after the date of publication. Each principal shall post a list of supplemental positions allocated to that school for the subsequent school year until all positions have been filled. Supplements will not be paid until ratification of the contract covering the school year during which the supplement is provided, or September 30, whichever is earlier, with the exception of the following supplements: guidance counselor, agriculture teacher, school social worker, exceptional student education teacher, detention center teacher, school psychologist and ROTC.
Effective July 1, 1991, supplements for high school band director, assistant band director, athletic director, and seasonal athletic supplements, including cheerleading, shall be initiated when the season begins and shall be prorated for the remainder of the school year. Upon completion of a specific athletic season, that coach may request written verification from the principal that all responsibilities have been completed and the balance will be paid upon receipt of said verification by the Payroll Department.
ARTICLE 15
SCHOOL-BASED DECISION MAKING

15.01 - 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.

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

15.021 - 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 designated representative(s) and the Board's representative(s) shall count the ballots.

15.022 - 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 the 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.

15.023 - **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.

15.024 - **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).

15.025 - **Renegotiation:** Either party to the Agreement may request negotiating this section without opening other sections.

15.026 - **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.

15.027 - Expansion of Program: Up to five (5) schools can vote to enact sections 15.021 and 15.022 during the 1991-92 school year. During the 1991-92 school year at least one of the five (5) shall be an elementary, middle and high school. If the majority of the teachers of these schools vote in favor of expansion of the program, the number of schools can go to ten (10) the second year. If the majority of the teachers participating the second year vote in favor of expanding the program, the number can go to fifteen (15) the third year. If the majority of the teachers participating the third year vote to expand the program, all schools can participate.

Each year there will be a district-wide secret ballot vote of the participating schools. Any year there is not a majority vote to expand, the program will be frozen at the current number of schools.
ARTICLE 16
ALCOHOL AND DRUG-FREE WORKPLACE

16.01 - 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.

16.02 - "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 school 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.

16.03 - 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.

16.04 - 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.

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

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

16.07 - Employees who perform duties which require the disposition or confiscation of alcoholic beverages or controlled substances are exempt from this section when performing those specific duties.

16.08 - Employee assistance will be available through the Personnel Department and the Employee Assistance Program.
ARTICLE 17
MISCELLANEOUS

17.01 - 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.

17.02 - 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.

17.03 - 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.

17.04 - 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.

17.05 - 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.
ARTICLE 18
DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

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

18.02 - This Agreement, together with all the terms, conditions and effects thereof, shall expire on August 15, 1991, and in no event shall any other provision of this Agreement contravene the expiration of this Agreement.

18.03 - This Agreement is signed this 16th day of January, 1991.

In Witness Thereof:

For the Association:

For the Board:

President

Chairman

Chief Negotiator

Superintendent

Bargaining Chairperson

Chief Negotiator

Executive Director
School District of Lee County, Florida

Instructional Salary Schedule
1990-91

**Bachelor's Degree**

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<th>Years of Experience</th>
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<td>2</td>
<td>23,140</td>
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<td>3</td>
<td>23,452</td>
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<td>24,076</td>
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<td>24,596</td>
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<td>25,220</td>
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<td>29,328</td>
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<td>30,368</td>
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<tr>
<td>15</td>
<td>31,616</td>
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<tr>
<td>16 to 19</td>
<td>33,540</td>
</tr>
<tr>
<td>20 to 24</td>
<td>35,100</td>
</tr>
<tr>
<td>25 or more</td>
<td>36,972</td>
</tr>
</tbody>
</table>

ADD $1,872 to each figure for Master's Degree
ADD $3,182 to each figure for Specialist Degree
ADD $4,014 to each figure for Doctorate
1990-91
INSTRUCTIONAL SALARY SCHEDULE SUPPLEMENTS

Academic Coach (High School):
  Mathematics, Science, Social Studies, English
  and Foreign Language
  Asst. Academic Coach (High School)
Academic Coach (Middle School):
  Mathematics, Science, Social Studies, English
  and Foreign Language
Agriculture Teacher
Band Director:
  High School
  Middle School
  Asst. Band Director (High School only)
Basic Skills Resource Person (Elementary School)
Choral Director:
  High School
  Middle School
Department Head (Middle School):
  (Number of full-time instructional units* per department)
  1-3
  4-6
  7-9
  10 or more
Department Head (High School):
  (Number of full-time instructional units* per department)
  1-3
  4-6
  7-9
  10 or more
Detention Center Teacher
Director of Drama (High School)
Equity Coordinator:
  1-10 full-time instructional units per school
  11-20 full-time instructional units per school
  21-30 full-time instructional units per school
  31-up full-time instructional units per school
Exceptional Student Education Contact Person (Elementary)
Exceptional Student Teacher
Faculty Environmental Education Coordinator:
  1-10 full-time instructional units per school
  11-20 full-time instructional units per school
  21-30 full-time instructional units per school
  31-up full-time instructional units per school

*Five sections is equal to one full-time instructional unit.
Forensics Coach (Middle and High School)
Future Educators of America Sponsor (High School)
Grade Level Chairperson (Elementary and Middle School)
  1-5 full-time instructional regular classroom ** units
    (1 supplement per school)
  6-10 full-time instructional regular classroom ** units
    (2 supplements per school)
  11 or more full-time instructional regular classroom** units
    (1 supplement per grade)
Guidance Counselor
Lee County Youth Orchestra Director
Literary Magazine Advisor (High School)
Newspaper Advisor (High School)
Orchestra & Strings Teacher (county-wide)
Peer Teacher
Psychologist
Resource Teacher, Environmental Education Center
ROTC Instructor
Safety-Security Supervisor*
School Safety Patrol Supervisor (Elementary School)
  (Applicable only when school has active School Safety Patrol)
School Social Worker
Science Fair Director (High School)(1 county-wide)
Science Fair Director (Middle School)(1 county-wide)
Science Fair Sponsor (Middle School - school based)
Science Fair Sponsor (Elementary School - school based)
Student Council Sponsor (High School)
Teacher on Special Assignment
Yearbook Advisor (High School)
Yearbook Advisor (Middle School)
VICA Sponsor

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

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.)

* Supplements per secondary school based on enrollment:
  Middle - up to 500 = 1
    500 - 1000 = 2
    above 1000 = 3
  High - same as dean allocation formula
ATHLETICS

HIGH SCHOOL
-------------

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<tr>
<th>Athletics/Activities Director</th>
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<tr>
<td>Basketball</td>
<td>1675</td>
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<tr>
<td>Assistant Basketball</td>
<td>1280</td>
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<tr>
<td>Cheerleading (one supplement for each season-fall/winter)</td>
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<tr>
<td>Varsity</td>
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<td>Junior Varsity</td>
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<td>9th Grade</td>
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<td>Cross Country</td>
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<td>Football</td>
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<td>Regular Season</td>
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<td>Spring Practice</td>
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<td>Assistant Football</td>
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<td>Spring Practice</td>
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<td>Golf</td>
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<tr>
<td>Soccer</td>
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<td>Swimming</td>
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<td>Tennis</td>
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<td>Track</td>
<td>1425</td>
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<tr>
<td>Assistant Track</td>
<td>1195</td>
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<tr>
<td>Trainer (one for each season-fall/winter/spring)</td>
<td>955</td>
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<tr>
<td>(All trainers must have completed a trainer workshop prior to receiving the supplement. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.)</td>
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<td>Volleyball</td>
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<tr>
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<td>Wrestling</td>
<td>1425</td>
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<tr>
<td>Assistant Wrestling</td>
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MIDDLE SCHOOL
-------------

| Intramural Director       | 720  |
| Intramural Assistant      | 595  |

(Only those instructors whose program requires them to work beyond the regular school day shall receive the Intramural Supplements.)
THE DISTRICT SCHOOL BOARD 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 ARTICLES(S): ____________ SECTION(S) NO. ______

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

D. RELIEF SOUGHT

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNATURE OF GRIEVANT ____________________________ DATE OF FILING ____________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNATURE OF IMMEDIATE SUPERVISOR ____________________________ DATE OF RESPONSE

NAME OF COUNSEL OR UNION REPRESENTATIVE: ____________________________
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Work Year  84
Chief Negotiator  
School Board of Lee County  
2055 Central Avenue  
Fort Myers, FL 33901

PREVIOUS AGREEMENT EXPIRED  
AUGUST 15, 1990

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Lee County FL School Board Cert Instruction Pers  
WITH EDUCATION ASSOCIATION; NATIONAL  
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved  
   All schools and departments under the School District of Lee County
   2,677

2. Number and location of establishments covered by agreement
   Education

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date
   8/15/91

Madeleine Doran, Chief Negotiator  
813-337-8146

Your Name and Position  
2055 Central Avenue  
Fort Myers, Florida 33901

Area Code/Telephone Number  
City/State/ZIP Code

BLS 2452 (Rev. August 1984)