

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

**TAPS Number
11AT01**

| | | |
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| Please return to: Florida Department of Education Race to the Top Room 1502 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0659 | A) Program Name: <h2 style="margin: 0;">Race to the Top – Local Education Agency Application</h2> | DOE USE ONLY Date Received |
| B) Name and Address of Eligible Applicant: School District of Lee County 2855 Colonial Blvd. Fort Myers, FL 33966 | | Project Number (DOE Assigned) |
| C) Total Funds Requested: \$ 9,089,305.00 <hr style="width: 20%; margin-left: 0;"/> <p style="text-align: center;">DOE USE ONLY</p> Total Approved Project: \$ | D) Applicant Contact Information | |
| | Contact Name: Dr. Gregory K. Adkins | Mailing Address: 2855 Colonial Blvd. Fort Myers, FL 33966 |
| | Telephone Number: (239) 337-8503 | SunCom Number: |
| | Fax Number: (239) 335-1425 | E-mail Address: GregAD@leeschools.net |
| CERTIFICATION | | |
| I, <u>Lawrence D. Tihen, Ph.D.</u> , (Please Type Name) do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. | | |
| Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application. | | |
| E) | _____ Signature of Agency Head | |





**Florida Department of Education
American Recovery and Reinvestment Act of 2009 (ARRA)
Race to the Top – Local Education Agency Applications**

**Attachment I
Program-Specific Assurances**

By submitting this application bearing the signature of the authorized official, the applicant hereby certifies adherence to the following assurances.

The applicant will work with the State to advance the education reform areas identified in the State's application for these funds:

- A. Achieving equity in teacher distribution
- B. Improving the collection and use of data
- C. Regarding standards and assessments
 - 1) Enhancing the quality of academic assessments
 - 2) Including children with disabilities and limited English proficient students
 - 3) Improving State academic content and student achievement standards
- D. Supporting struggling schools

The applicant will implement the program consistent with the principles which guide the distribution and use of these funds:

- A. Improve student achievement through school improvement and reform:
 - 1) Progress toward college- and career-ready standards and high-quality assessments that are valid and reliable for all students, including English language learners and students with disabilities.
 - 2) Establishing pre-K to college and career data systems that track progress and foster continuous improvement.
 - 3) Making improvements in teacher effectiveness and in the equitable distribution of qualified teachers for all students, particularly students who are most in need.
 - 4) Providing intensive support and effective interventions for the lowest performing schools.
- B. Insure transparency, reporting, and accountability

Additionally, the applicant assures that:

- None of the funds received through the Race to the Top grant will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
- The Local Educational Agency will take steps to ensure equitable access to, and equitable participation in, the projects and activities to be conducted with assistance through the State Fiscal Stabilization Fund, by addressing the special needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability, and age.
- The Local Educational Agency shall only use Race to the Top program funds for activities authorized by the US Department of Education and the Florida Department of Education in accordance with the approved project budget and related documents.
- For any project funded through the Race to the Top funds, as applicable to the activity, the Local Educational Agency will comply with Section 1605 of the American Recovery and Reinvestment Act of 2009 (requiring the use of American iron, steel, and manufactured goods) and Section 1606 of the American Recovery and Reinvestment Act of 2009 (requiring compliance with federal prevailing wage requirements).
- The Local Educational Agency will promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act (31 U.S.C. § 3729 - 3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Race to the Top or any other ARRA funds.

Certification:

I hereby certify that School District of Lee County (Local Educational Agency) will adhere to each of the assurances specified above.


Signature of Authorized Official (must be original)

November 8, 2010


Date



Florida Department of Education
American Recovery and Reinvestment Act of 2009 (ARRA)
Race to the Top – Local Education Agency Applications

Attachment II
Three-Party Assurances

The undersigned agree that the Final Scope of Work is consistent with the Memorandum of Understanding submitted by the Local Education Agency as part of Florida's Race to the Top grant application and agree to negotiate the terms and conditions in any applicable collective bargaining agreement necessary for full implementation.



Superintendent for the LEA



Chair of the School Board for the LEA



Authorized Representative of Local Teachers' Union

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**RACE TO THE TOP
LEA FINAL SCOPE OF WORK – EXHIBIT II**

A. OVERARCHING PROJECT PLANS

1. Describe the LEA’s comprehensive reform plan that connects and coordinates all of the assurance areas. Include (a) how the reform plan will support the state’s Theory of Action (*highly effective teachers and leaders make the difference in student achievement, see pp. 11-12 of Florida’s application*), (b) how the reform plan will contribute to the state’s student achievement goals (*see pp. 24-34 of Florida’s application*), and (c) the LEA’s current status with respect to the various reform elements, including strengths and challenges.

Enter narrative for (A)1. here. Complete the attached Form (A)1. LEA Student Goals and Measures by setting LEA targets to address Florida’s Race to the Top student achievement goals.

School District of Lee County – Strategic Plan Goals & Race to the Top Project Goals
Goals and measures in italics need to be added to the Lee Strategic Plan.

1. The graduation rate will increase 3.1 percentage points per year.
 2. The percentage of students scoring in Levels 3-5 on Florida Comprehensive Achievement Test (FCAT) Reading will increase by 2.2 or more percentage points per year. *Minority student performance will increase at a greater rate per year.*
 3. The percentage of students scoring in Levels 3-5 on FCAT Math will increase by 2.6 or more percentage points per year. *Minority student performance will increase at a greater rate per year.*
 4. The percentage of students scoring in Levels 3-5 on FCAT Science will increase by 4.2 or more percentage points per year. *Minority student performance will increase at a greater rate per year.*
 5. *The percentage of students taking and passing Advanced Placement (AP)/International Baccalaureate (IB)/Cambridge, dual enrollment and/or Science, Technology, Engineering and Mathematics (STEM) courses will increase by 2 or more percentage points per year.*
 6. *Recruitment efforts will target and retain highly qualified teachers, with particular emphasis on hiring and retaining minority teachers and principals.*
- a. Florida will change the culture of the profession by ensuring that all teachers and school leaders are well selected, prepared, supported, respected, and accountable for their students’ achievement. The School District of Lee County (Lee) will support Florida’s effort to grow and support highly effective teachers and leaders that will positively impact student achievement. Lee is revising its evaluation systems and will directly link teacher and principal evaluations to student achievement beginning in 2011. The percentage of the evaluation based on student achievement will reach 51% by 2014. These evaluations will determine the level of teacher effectiveness and highly effective teacher evaluations will result in significant salary increases. Additionally, evaluation information will also be used in critical decisions related to milestone career events such as promotions and contract status changes and help focus choices related to professional development for teachers and principals. Lee will develop collaborative relationships with local teacher preparation institutes and work with these institutions with a focus on the characteristics of highly effective and effective teachers. Lee will develop prescreening through the Division of Human Resources and Employee Relations to identify and prequalify highly effective and effective teacher candidates. These teacher candidates will be placed in an applicant pool from which principals of schools may select and hire these prequalified instructors. Lee will provide incentives to recruit and retain highly

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effective teachers and administrators at critical needs schools. A first step will be to recruit a highly effective principal at the critical needs school. The highly effective principal will help recruit and retain the highly effective teachers. Critical needs schools will be those schools with the highest poverty rate and/or schools that have made the least progress in narrowing the achievement gap.

- b. Florida’s student achievement goal 1 addresses increasing the graduation rate, increasing the college attendance and increasing college credits earned upon graduation of high school. In order to address goal 1, Lee will expand its college-ready programs. Lee already has several Science, Technology, Engineering and Mathematics (STEM) programs in place. The STEM program will integrate academic knowledge with hands-on, real world activities in a career and technical education framework. This will prepare students and arm them with strong STEM skills for post secondary schooling and the world of work. Lee has allocated resources to expand STEM programs each year. Lee is also expanding higher academic course offerings in advanced placement (AP) and the Cambridge program to reflect its highly comprehensive International Baccalaureate (IB) programs. All high schools in Lee will expand AP classes to ensure course offerings in the four core areas (English, mathematics, science, and social studies). To address students in the middle grades as well as freshman and sophomore students, Lee has implemented the AVID (Advancement Via Individual Determination) program. This program is designed to target the large population of students in the middle who often do not choose higher level courses or higher academic tracks or for other reasons are not targeted or encouraged to take advanced courses. Expansion of these programs will help students be better prepared to meet goal 1.

Florida’s goal 2 pertains to reducing the achievement gap. Lee will provide incentives to highly effective principals and teachers to work in schools where the least progress has been made to narrow the achievement gap. The Division of Human Resources and Employee Relations will focus its efforts on recruitment and retention of minority teachers and principals. Teachers and principals in these targeted schools and in the other district schools will participate in professional development that pertains to closing the achievement gap and better understanding the needs of minority students. Schools in Lee that are making the greatest strides in closing the achievement gap will formally share best practices with targeted critical need schools. Lee will continue to utilize AVID courses and strategies for targeting students who are traditionally under-represented in higher level courses to help address the achievement gap.

Lee will revise its district strategic plan to include annual measures in reading, mathematics, and science that are directly related to reducing the achievement gap.

Florida’s goal 3 targets student increased proficiency and advanced level performance on NAEP. Lee’s strategic plan is aligned with Florida’s goal 3 by targeting the performance of students in reading and mathematics as measured by the percentage of students scoring at levels 3 – 5 on the FCAT reading and mathematics. In addition, Lee will add the annual measures related to reducing the achievement gap in these subjects to focus on increasing the non-minority performance in reading and mathematics. The activities described previously in support of Florida’s key goals 1 and 2 will also contribute to goal 3.

- c. Lee proudly educates 81,699 K-12 students that are made up of 51% minority students and 49% non-minority students. Lee has maintained an “A” grade for the past two years through

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Florida’s accountability system while 16 other districts dropped a letter grade. There are no schools in Lee that are included in the lowest performing 5% of Florida. Student Scholastic Achievement Test (SAT) scores improved by at least 10 points in reading, mathematics and writing in the past year. There are AP and dual enrollment courses in all Lee high schools and Lee has acquired its own virtual instruction program. Lee provides IB Diploma and Cambridge International Diploma programs in each of its school attendance zones. Lee increased its industry certifications from 85 in 2007-2008 to 1,213 in 2009-2010.

Amid Lee’s gains there are challenges related to reform efforts. Lee is struggling to meet the room by room class size requirements. The class size requirement is causing instability and costly measures that are not necessarily in the best interest of each student. There is a greater demand for online testing which presents the challenges of facility infrastructure, hardware, and increased difficulty for students who are challenged by the exam delivery method. Lee faces challenges related to Senate Bill 4 that addresses new graduation requirements and end of course exams in Algebra I, Geometry, and Biology.

2. Provide a detailed LEA-wide management plan for implementing Race to the Top. The plan should include but is not limited to:

- Involvement of all stakeholders (e.g., parents, teachers, administrators, local institutions of higher education as appropriate, teachers’ unions, business leaders, community organizations, etc.)
- Identification of the leadership/management team(s)
- Strategies for monitoring implementation
- An overall implementation timeline (i.e., Summary of Year One, Year Two, Year Three, Year Four). Detailed timelines are required in each Work Plan Table. Unless otherwise indicated in the MOU, all timelines shall reflect a complete implementation for all schools before the end of the grant period.
- A summary budget is required for all years of the grant period as well as detailed budgets for each activity within each reform area (submitted in web-based system). The release of funds will be contingent upon the successful progress toward completion of identified deliverables in the management plan and detailed budgets.

Enter narrative for (A)2. here:

District Leadership Team:

Chief Human Resources Officer – Principal Investigator
RTTT Project Coordinator
Assistant Director of Career & Adult Education
Director of Information Technology Support
Director of Accountability, Research and Continuous Improvement
Coordinator of Curriculum and Staff Development (educator preparation)
Director of Personnel Services
Assistant Director of Curriculum Services
Director of Grants & Program Development (Charter Schools liaison)
Executive Director of Business Services

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LEA FINAL SCOPE OF WORK – EXHIBIT II**

| Project Goals / MOU | Activities | Benchmarks | Key Stakeholders | Timeline: date of first implementation & reoccurrences |
|-----------------------------------|---|---|--|--|
| All goals/ MOU | Brief the School Board and the public on work plan development | Incorporation of Board recommendations related to policy | Chief Human Resources officer – Principal Investigator (PI) | Oct. 5, 2010, Nov. 5, 2010 |
| Goals 3,4 5 (MOU Criterion 2 & 3) | Administer an Employer community needs assessment | Creation of timeline and implementation plan for STEM career and tech programs and accelerated courses | PI, Career/Tech Ed. Director, businesses | November 2010; revise years 2, 3 & 4 |
| Goals 1 - 6, MOU Criterion 13 | Inform and engage Charter Schools in discussions of RTTT efforts; Invite to RTTT funded activities; Signed agreement of participation; Must document if a charter or charters fails to provide data and reports | Submission of documentation – dates, times, attendees; Invites to RTTT funded activities; Signed agreements; Documentation of Charter failure to comply | Project Coordinator, District Charter liaison, Charter schools | November 2010, quarterly |
| Goals 1- 6 (MOU Criterion 14) | Hire a Project Coordinator to oversee RTTT project | Completion of quarterly reporting; Annual contract; Performance evaluation | Principal Investigator (PI) | December 2010 |
| All goals/ MOU | Present RTTT plan to District Advisory Council (DAC) | Survey results from DAC members that provide understanding and input on RTTT plan | PI, Project coordinator, DAC is made up of parent and staff representatives from all schools | December 2010, twice per year |
| MOU Criterion 4 | Hire school-based technology specialists to support state online testing | Service in secondary schools for mobile computer testing | Information Tech. Support Director, other key personnel | December 2010 |
| MOU 6, 8 & 10 | Hire 2 computer programmers to design programs to collect data linking student achievement and teacher and principal performance and training | Development of computer programs supporting students, teachers an principals | PI, Accountability, Research & Continuous Improvement (ARCI) Director, & Professional Development Director | December 2010 hire first programmer and June 2011 hired second one |

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| MOU Criterion 4 | Establish plan to ready Lee for computer-based testing: including mobile labs, maintenance, testing and support of software and hardware related to state testing plan | Submission of required reporting for support of state testing plan | Information Tech. Support Director, ARCI Director, school-based tech. specialists & other key personnel | December, 2010, quarterly |
| Goals 1-6, MOU Criterion 7 | Create or report on a plan for determining qualifications for selecting effective teachers and principals | Report on Plan | PI, Human Resources and Curriculum & Staff Development key personnel | December 2010 |
| Goals 1-6, MOU Criterion 8 | Form a Teacher Appraisal System Committee; Develop a timetable for implementing teacher evaluation system | Submission of teacher appraisal system | PI, Human Resources, Teacher Appraisal System (TAS) Committee | December 2010, TAS meets at least quarterly |
| Goals 1-6, MOU Criterion 8 | Form an Administrator Appraisal Committee (AAC) | Submission of administrator appraisal system timetable | PI, Human Resources, AAC | December 2010, AAC meets quarterly |
| Goals 1-6, MOU Criterion 10 | Create an Academic Services Database (ASD) Committee to evaluate current system, Create a timetable for implementation, devise plan to use teacher and principal evaluation results to plan professional development | Establishment of Committee and Creation of Comprehensive Needs Assessment of Professional Development | Chief Academic Officer, Administrators in Curriculum and Staff Development, Professional Teachers Assoc. President, ASD Committee | December 2010, ASD meets at least quarterly |
| Goals 1-6, MOU Criterion 13 | Provide signed statements that Charters are fully informed about RTTT; Ensure charter budget is commensurate and charters receive funds | Submission of signed charter statements; Submission of commensurate budget; Expenditure reports | Project Coordinator, District Charter liaison, | December 2010 |
| MOU Criterion 6 | Acquire and Report regarding local instructional improvement systems | Project Years 3 & 4 Reports | Project Coordinator, ARCI Director, & other key personnel | December 31, 2010, September 30, 2011- |

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| | | | | 2013 |
| Goals 1 - 6 | Establish Goal Teams to monitor progress toward Work Plan goals and overall project goals | Reporting of progress toward goals; Provide data for quarterly reporting | PI, Project Coordinator, District Leadership Team, Teacher Assoc. President, & Community partners | January 2011; meet quarterly |
| All Goals / MOU | Present PTTT work plan to the Board of the Foundation for Lee County Public Schools | Survey results from Foundation Board that provide understanding and input on RTTT plan | PI, project coordinator | January 2011, annually |
| Goals 3,4 5 (MOU Criterion 2 & 3) | Meet with new & established STEM schools and business partners to ensure course enrollment and certification offerings | Certifications earned, course enrollments and credits | Career/Tech Ed. Director, businesses, schools and other key personnel | January 2011, quarterly |
| MOU Criterion 6 | Analyze current systems to determine if they meet minimum standards for local instructional improvement system | Confirmation or revision of current systems | ARCI Director, computer programmers and other ARCI staff | January 2011 |
| Goals 1 - 6, MOU Criterion 8 | Develop and negotiate a teacher appraisal system and negotiate teacher salary schedule | Submission of teacher appraisal system | PI, Teachers Association, Bargaining Teams | January 2011 – March 2011 |
| Goals 1 - 6 MOU Criterion 7 | Establish University Collaboration Team (UCT) | Highly qualified teaching personnel | PI, Curriculum & Staff Development Coordinator, Members of UCT | February 2011, June 2011, annually |
| Goals 1 – 6, MOU Criterion 9 | Develop and submit negotiated teacher salary schedule and principal salary schedule | Submission of teacher and principal salary schedule | PI, Human Resources, AAC, TAS Committee, Personnel Director | May 2011 |
| Goals 1 – 6, MOU Criterion 9 | Acquire and submit required plans and reporting documents related to teacher and principal salaries and assignments | Submission of a staffing plan; submit district's collective bargaining agreement; Accountability documentation, Report bonuses, | PI, Project Coordinator, Human Resources, Personnel Director | May 2011, annually |

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| | | salary changes, terminations, and assignments | | |
| Goals 1 – 6, MOU Criterion 10 | Create a timetable for evaluating the district’s professional development, Report results | Submission of timetable; Report of results | Assistant Director of Curriculum and Staff Development, ASD Committee | May 2011, annually, Report begin in Year 2 |
| MOU Criterion 5 | Acquire and report on staff accessing state resources via single sign-on; provide feedback to State | Annual reporting requirements | Project Coordinator, ARCI Director, & other key personnel | July 2011, annually |
| Goals 1 – 6, MOU Criterion 7 | Create or report on description of supervising mentor for program interns or new teachers | Submission of Report | PI, Curriculum & Staff Development Coordinator, Members of UCT | August 2011, revisions in 2012 |
| Goals 1 - 6, MOU Criterion 8 | Develop a principal appraisal system | Submission of principal appraisal system | PI, Human Resources, AAC | August 2011, revisions in 2012 |
| Goals 1 – 6, MOU Criterion 10 | Finalize revised district professional development system, submit revisions | Submission of Revised professional development system | Project Coordinator, Assistant Director of Curriculum and Staff Development, ASD Committee | 2013, 2014 |
| MOU Criterion 6 | Complete other required data reporting related to Using Data to Improve Instruction | Completed State surveys and assessments; completed local instructional improvement data and longitudinal data | Project Coordinator, ARCI Director, computer programmers and other ARCI staff | 2013, 2014 |
| Goals 1 - 6 MOU Criterion 7 | Acquire and submit required reports related to teachers and principals as mentors, alternative certification and leadership | Submission of Report | Project Coordinator, Curriculum & Staff Development Coordinator, Members of UCT | Reporting in Years 2, 3 & 4 |
| Goals 1 - 6, MOU Criterion 8 | Report evaluation results for teacher and principals through student and staff survey | Submission of Report | PI, Project Coordinator, Human Resources | Annually - end of each year |

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| RTTT – Budget Summary by Year for Lee | | | | |
|--|---------------------|---------------------|---------------------|---------------------|
| MOU Criterion | Year 1 | Year 2 | Year 3 | Year 4 |
| 2 | 152,500.00 | 164,250.00 | 57,250.00 | 57,000.00 |
| 3 | 25,000.00 | 19,000.00 | 14,000.00 | 14,000.00 |
| 4 | 0.00 | 720,769.44 | 727,397.80 | 734,092.36 |
| 5 | 0.00 | 20,000.00 | 0.00 | 0.00 |
| 6 | 67,528.44 | 120,213.36 | 85,851.12 | 86,495.24 |
| 7 | 54,239.08 | 40,042.76 | 40,410.96 | 40,782.92 |
| 8 | 200,000.00 | 220,213.36 | 220,851.12 | 221,495.24 |
| 9 | 44,356.56 | 89,535.88 | 90,366.84 | 91,206.16 |
| 10 | 349,764.31 | 905,015.92 | 919,134.44 | 926,648.20 |
| 13 | 153,849.36 | 235,526.28 | 236,357.24 | 237,196.56 |
| 14 | 92,856.29 | 206,418.83 | 202,982.23 | 204,706.70 |
| TOTAL | 1,111,790.53 | 2,680,539.36 | 2,684,472.65 | 2,612,502.46 |

3. Indicate steps that the LEA will take to evaluate progress in implementing the project (in addition to participating in the statewide evaluation efforts).

Enter narrative for (A)3. here:

The project coordinator of this project will work closely with the ARCI director to coordinate and be responsible for information and data gathering and analysis. The project coordinator will work closely with the principal investigator to development any required evaluation reports. The project coordinator, principal investigator, ARCI director and other key staff will meet regularly to discuss formative evaluation data and report on progress toward project goals.

Project Goals:

1. The graduation rate will increase 3.1 percentage points per year.
2. The percentage of students scoring in Levels 3-5 on FCAT Reading will increase by 2.2 or more percentage points per year. *Minority student performance will increase at the same or greater rate per year.*
3. The percentage of students scoring in Levels 3-5 on FCAT Math will increase by 2.6 or more percentage points per year. *Minority student performance will increase at the same or greater rate per year.*
4. The percentage of students scoring in Levels 3-5 on FCAT Science will increase by 4.2 or more percentage points per year. *Minority student performance will increase at the same or greater rate per year.*
5. *The percentage of students taking and passing AP/IB/Cambridge, dual enrollment and/or STEM courses will increase by 2 or more percentage points per year.*
6. *Recruitment efforts will target and retain highly qualified teachers, with particular emphasis on hiring and retaining minority teachers and principals.*

Project Goal 1 is included in the district’s Strategic Plan and the annual targets align to the RTTT targets for high school graduation (Florida’s Goal 1). Project Goals 2 – 4 focus on student academic performance in reading, mathematics and science (Florida’s Goal 3). One measure for these goals will be performance on FCAT. Annual targets are included in the district’s Strategic Plan. In addition, minority student performance will be included as a measure for closing the

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achievement gap, aligned to Florida’s Goal 2 and Goal 3. Project Goal 5 will focus on students enrolling in and passing higher level courses. The AVID program will provide an early identification of students with the potential to enroll in higher level programs and AVID will help in targeting students who are traditionally underrepresented in such programs.

The implementation and/or expansion of higher level courses, STEM programs and AVID courses will support project goals 1 – 5 (Florida’s Goals 1-3). Data will be gathered on enrollments and successful completions of these courses broken down by minority and non-minority students. These data will also provide early indicators for the graduation rate. Goal 6 will be measured by the number of teachers and principals who are recruited and retained in their positions. These data will be broken out by minority and non-minority personnel and by school (critical need and non-critical need schools). Data related to all 6 goals will be monitored and reported quarterly. Adjustments to program activities will be made as needed based on quarterly reporting of progress toward goals.

4. Provide an overview of how the LEA will ensure sustainability of RTTT reforms beyond the grant period.

Enter narrative for (A)4. here:

Lee has addressed sustainability of reforms in a number of ways. Firstly, Lee is channeling RTTT funds towards positions that do not need to be sustained as they are specifically designed for the implementation process only. Secondly, Lee is also using RTTT funds to pay the upfront costs of putting processes in place (*e.g.* evaluations and data management), recognizing that maintenance will be less expensive. Thirdly, Lee looks forward to the state legislature supporting the strides that the district makes. Lastly, district resources will be re-aligned to support the RTTT priorities.

For example, the STEM program is sustainable with current resources and Lee has already met the RTTT goals in this area. Lee County has been one of the leaders in the State of Florida for Career Academies and Industry Certifications. Career and Technology Education has used a variety of funding to support programs and will continue to do so in the future.

Also, Lee has supported programs that support STEM accelerated courses. Each attendance zone currently has one IB high school and one Cambridge AICE high school. All schools are encouraged to offer as many AP courses as possible. Lee will continue this support during and after Race to the Top.

Another example is Lee’s systems for data maintenance and analysis. The RTTT funds will be used to develop data system modifications and components that will support the implementation of the Florida Professional Development Protocol System and the LIIS, with the goal of developing products and systems that the district owns to reduce and minimize the cost of maintaining the data systems long term. The future maintenance of a district-owned system is considerably smaller than purchasing from an outside vendor. Lee’s technology infrastructure (bandwidth, *etc...*) is in place to utilize data systems across the district. Also, once the modifications and components have been created and personnel have been trained on the use and analysis of data within these systems, the district should be able to maintain these components beyond the four year RTTT funding window.

Lee has considered the sustainability of supporting educator preparation programs. During our planning and implementation phase, the funding provided through RTTT will serve to provide guidance and support for candidates in teacher preparation programs. This investment will enhance Lee’s program and build

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capacity through “train- the trainer” models, cadres and innovative workshops. Through a collaborative effort with the UCT, systems and processes will be established to promote forward momentum that will help sustain the initiatives beyond the grant period.

Additionally, RTTT funding will be used to facilitate the development of student assessments and appraisals for teachers and administrative staff; to evaluate and align existing professional development opportunities; to develop new training opportunities for teachers as indicated in learning plans; and to track and analyze implementation of training as well as the impact on student achievement. Once these items and systems are developed, the cost of maintenance will be significantly less than the cost of development, allowing the initiatives to be sustained long term. Start-up material, training programs and aids, staff development and the development of support documents will also be accomplished using RTTT funding. After development, these initial costs will no longer exist; allowing Lee to sustain these initiatives. Also, central staff continues to undergo re-organization to better support changing needs resultant from this and other related initiatives.

Lee will ensure sustainability through its long history of utilizing the Interest-Based Bargaining (IBB) process for completing the negotiation process and other similar situations involving complex issues and diverse shareholders. IBB has been used successfully in the last decade and has resulted in a climate of trust and collaboration to be prevalent among the different groups that work together within the District to include the bargaining units, administration, employees and the Board. IBB has facilitated the development of many durable and creative agreements among the parties with labor relations continuing to be excellent. This environment of trust and collaboration lends itself well to sustaining long term initiatives such as RTTT.

5. Describe how other funding sources will be integrated with Race to the Top funds during the four-year grant period (e.g., Title II-A, School Improvement Grant). Amounts are not necessary in this description.

Toward the absolute priority of comprehensive education reform:

The LEA will document the use of Title II, Part A, funds specifically to supplement and enhance the initiatives implemented in this grant.

This element of the MOU should be addressed in the response to (A)5.

Enter narrative for (A)5. here:

Lee recognizes that meeting the district and state goals in RTTT requires a shift in priorities. Existing dollars and positions will be redirected to support these priorities, as well as to accomplish the deliverables required by RTTT. The use of state and local tax dollars, RTTT dollars, and other grant funding will be aligned toward the absolute priority of comprehensive education reform.

Expanded STEM career and technical program offerings and advanced coursework will be funded through RTTT as well as by the Carl D. Perkins Education Act and the Career and Professional Education Act. Local and state tax dollars will support additional electives, vocational courses, and advanced coursework including AVID, IB, AP, and Cambridge.

Capital dollars will be used to purchase the equipment needed to bolster technology for improved

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instruction and assessment, including additional mobile computer labs for state testing. Implementation will be supported by current technology staff as well as through additional technology staff funded by RTTT.

Lee has implemented various software programs during the last 10 years which address some of the standards for a local instructional improvement system (LIIS). For the most part, those systems are vendor products that may not completely meet the requirements of an ideal LIIS. In order to address the gaps and to ensure full integration as the district moves forward, our plan is to pursue in-house systems development as much as possible as well as working on integration of vendor products that will be retained. RTTT funds will be used to provide computer programmers who will assist with development and implementation of the LIIS. Current staff, funded by state and local tax dollars, will provide further support for this initiative. RTTT will also provide training for district personnel on any new software implemented and for Lee's current programmers to learn web programming/SQL, supporting the necessary transition into newer technology. Capital dollars will be used to purchase the servers required to implement the ADFS system and RTTT funds will be used to contract with a Microsoft Gold Partner to implement the ADFS system.

Lee is also committed to providing support for educator preparation programs. Lee will establish a university collaboration team responsible for designing and implementing improvements to the system for collaboration and decision making with participating institutions, including processes, criteria, roles, and expectations for preservice teachers, aspiring leaders, peer mentors, supervising personnel, and other involved stakeholders. RTTT funds will support the design and development of an effective and highly effective qualification bank and the design, development, and implementation of mentoring training for interns, new teachers, and aspiring administrators. Title II-A funds will support training to aid in the development of instructional leaders and administrators.

The RTTT initiative is an opportunity to retool our teacher and administrator appraisal system to have a greater impact on student achievement. RTTT funds will provide computer programmers who will assist with development and implementation an electronic appraisal instrument and system. Title II-A dollars will fund staff in the Division of Human Resources and Employee Relations responsible for providing advanced second-level technical support for District developed and purchased network computer applications in support of the teacher and principal performance assessment systems. Central staff will continue to undergo re-organization to better support changing District needs resultant from this and other related initiatives. Funding for the revised compensation systems will be provided by a combination of local and state tax dollars and federal grant dollars, depending on the positions' funding sources. Additionally, RTTT funds will support the development and printing of the new student assessments required to implement the retooled appraisal system.

Lee will focus on using data effectively for human capital decisions by using RTTT funds to create a new teacher-on-assignment (TOA) position devoted to recruitment and retention of highly qualified teachers and principals, with particular emphasis on minority candidates. This TOA will assist in the reconfiguration of the application process to create applicant pools of highly effective teachers and principals which are reflective of the district's diverse student population. Title I-A and Title II-A funded personnel analysts will assist in meeting the requirements for equitable distribution of effective and highly effective teachers and

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administrators. Funding for incentives to recruit and retain highly effective teachers and administrators at critical needs schools will be provided by a combination of local and state tax dollars and federal grant dollars, depending on the positions' funding sources.

Lee will support effective professional development through the revision of its professional development system to support the implementation of the Florida Professional Development Protocol System components, to utilize data from teachers' and principals' evaluations to plan and evaluate professional development, and to evaluate the effectiveness of professional development based on changes in practice and student outcomes. RTTT funds will provide the computer programmers needed to develop data system modifications and components. RTTT funds will also be used to hire Training and Implementation Specialists in Elementary and Secondary Education as well as World Languages, Physical Education (PE) /Health, and Career and Technical Education. These teachers will work to research best practices in their field, evaluate and align existing professional development opportunities, develop new training opportunities for teachers as indicated in learning plans, and track and analyze implementation of training as well as the impact on student achievement. Title II-A dollars will fund additional district level Professional Development Resource Teachers who will provide support to school-based faculty in the areas of math, reading, science, foreign language, social sciences, and integrating technology into the classroom. Professional development activities in all core subject areas, including in advanced coursework, will be supported through the use of Title II-A funds. High poverty schools will receive additional support through Title I-A.

Additionally, Lee will seek out competitive grant opportunities that align with our priorities of comprehensive education reform.

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FORM (A)1.

LEA Student Goals and Measures

INSTRUCTIONS: Indicate the outcomes your LEA will achieve on the following measures. Please provide annual and overall targets.

| STUDENT ACHIEVEMENT | | | | | |
|---|---|----------------|----------------|----------------|----------------|
| <p>Florida set goals for student achievement on NAEP. Since all districts and schools do not administer NAEP, LEAs will need to track performance and set targets on the statewide assessment (FCAT 2.0) at a minimum. Since FCAT 2.0 will be administered for the first time in 2010-11, and standards will not be set until the fall of 2011, LEAs do not need to set overall targets and annual goals on FCAT 2.0 at this time. However, when standards are set and scores are available, districts will need to set targets at that time, keeping in mind the statewide goals established for NAEP.</p> <p>LEAs may provide additional student achievement goals using other measures, as noted below. Please provide additional tables to capture the other measures, if the LEA so chooses.</p> | | | | | |
| | 2010-11 (Baseline) | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
| % Scoring Level 4 or 5 on FCAT 2.0, 4 th Grade Reading (STATE GOAL: 50% AT OR ABOVE PROFICIENT ON NAEP BY 2015) | TBD, when standards are set in the Fall of 2011 | | | | |
| % Scoring Level 4 or 5 on FCAT 2.0, 4 th Grade Mathematics (STATE GOAL: 60% AT OR ABOVE PROFICIENT ON NAEP BY 2015) | TBD, when standards are set in the Fall of 2011 | | | | |
| % Scoring Level 4 or 5 on FCAT 2.0, 8 th Grade Reading (STATE GOAL: 45% AT OR ABOVE PROFICIENT ON NAEP BY 2015) | TBD, when standards are set in the Fall of 2011 | | | | |
| % Scoring Level 4 or 5 on FCAT 2.0, 8 th Grade Mathematics (STATE GOAL: 55% AT OR ABOVE PROFICIENT ON NAEP BY 2015) | TBD, when standards are set in the Fall of 2011 | | | | |
| (OPTIONAL) Other District-Determined Student Achievement Goals | 2010-11 Targets | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
| % of students scoring in Levels 3-5 on Florida Comprehensive Achievement Test (FCAT) Reading will increase by 2.2 or more percentage points per year. | 74% | 76% | 79% | 81% | 84% |
| % of students scoring in Levels 3-5 on FCAT Math will increase by 2.6 or more percentage points per year. | 79% | 81% | 84% | 86% | 89% |
| % of students scoring in Levels 3-5 on FCAT Science will increase by 4.2 or more percentage points per year. (09-10 gap was 23 percent) | 54% | 58% | 62% | 67% | 71% |

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| | | | | | |
|--|--|--|--|--|--|
| <p><i>% of students taking and passing Advanced Placement (AP)/International Baccalaureate (IB)/Cambridge, dual enrollment and/or Science, Technology, Engineering and Mathematics (STEM) courses will increase by 2 or more percentage points per year.</i></p> | <p>Baseline will be set this year</p> | | | | |
|--|--|--|--|--|--|

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FORM (A)1.

LEA Student Goals and Measures

CLOSING THE ACHIEVEMENT GAP

Florida set goals for closing the achievement gap on NAEP. Since all districts and schools do not administer NAEP, LEAs will need to track performance and set targets for closing the achievement gap on the statewide assessment (FCAT 2.0) at a minimum. Since FCAT 2.0 will be administered for the first time in 2010-11, and standards will not be set until the fall of 2011, LEAs do not need to set overall targets and annual goals for closing the achievement gap on FCAT 2.0 at this time. However, when standards are set and scores are available, LEAs will need to set targets at that time, keeping in mind the statewide goals established for NAEP.

LEAs may provide additional closing the achievement gap goals using other measures, as noted below. Please provide additional tables to capture the other measures, if the LEA so chooses.

| | 2010-11 (Baseline) | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|----------------|----------------|----------------|----------------|
| % Reduction in White/African-American achievement gap on FCAT 2.0 (STATE GOAL: REDUCE THE ACHIEVEMENT GAP IN HALF BY 2015) | | | | | |
| FCAT 2.0 Grade 4 Reading | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 4 Mathematics | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 8 Reading | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 8 Mathematics | TBD, when standards are set in the Fall of 2011 | | | | |
| % Reduction in White/Hispanic achievement gap on FCAT 2.0 (STATE GOAL: REDUCE THE ACHIEVEMENT GAP IN HALF BY 2015) | | | | | |
| FCAT 2.0 Grade 4 Reading | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 4 Mathematics | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 8 Reading | TBD, when standards are set in the Fall of 2011 | | | | |
| FCAT 2.0 Grade 8 Mathematics | TBD, when standards are set in the Fall of 2011 | | | | |
| (OPTIONAL) Other District-Determined Closing the Achievement Gap Goals | 2010-11 Targets | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
| % of minority students scoring at Levels 3-5 on FCAT Reading will increase by 3 or more percentage points per year. (09-10 gap was 17 percent) | 58% | 61% | 64% | 67% | 70% |
| % of minority students scoring at Levels 3-5 on FCAT Math will increase by 3.5 or more per year. (09-10 gap was 17 percent) | 63% | 67% | 70% | 74% | 78% |
| % of minority students scoring at Levels 3-5 on FCAT Science will increase by 4.7 or more per year. (09-10 gap 23 percent) | 32% | 37% | 42% | 47% | 52% |
| <i>% of students taking and passing AP/IB/Cambridge, dual enrollment and/or STEM courses will increase by 2 or more percentage points per year.</i> | Baseline will be set this year | | | | |

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FORM (A)1.

LEA Student Goals and Measures

**HIGH SCHOOL GRADUATION RATE, COLLEGE ENROLLMENT RATE, AND COLLEGE CREDIT
ATTAINMENT RATE STATE GOALS**

INSTRUCTIONS: Indicate the ultimate target your LEA will achieve with the high school graduating class of 2015 on the following measures:

- **High School Graduation Rate** (using the Federal Uniform Rate methodology)
- **College Going Rate** (College enrollment is defined as the enrollment of students who graduate from high school and who enroll in an institution of higher education within 16 months of graduation.)
- **College Credit Attainment Rate** (College credit is measured as credit earned that is applicable to a degree within two years of enrollment in an institution of higher education.)
- **Percent of 9th Graders Who Eventually Earn at Least a Year’s Worth of College Credit** (this is a calculation based on the graduation rate multiplied by the college going rate multiplied by the college credit attainment rate. For example, Florida’s goals are 85% graduating, 74% going to college, and 70% earning credit. That translates into $85\% \times 74\% \times 70\% = 44\%$ of 9th graders ultimately graduating, going to college, and earning credit).

Be sure to include annual targets to ensure that progress is being made toward the ultimate goals for the class of 2015.

Given the inherent time lags in these measures (i.e., two years following high school graduation and two years following college enrollment), all actual data for the class of 2015 will not be available until 2019 (2017 for the college enrollment measure and 2019 for the credit attainment measure).

On the following page are the state goals and annual targets for the four graduation and postsecondary outcome measures as a reference. Please indicate the LEA targets for the four measures below by filling in the shaded boxes in the table labeled “LEA GOALS”.

FORM (A)1.

LEA Student Goals and Measures

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STATE GOALS

State Goals for the Class of 2015:

For the every 100 incoming high school freshmen in 2011-12,

- 85 will graduate from high school in 2015.
- Of the 85 students who graduate, 63 (or 74%) will go on to college by 2017.
- Of the 63 students who went on to college, 44 (or 70%) will earn at least a year’s worth of college credit by 2019

| High School Graduating Class of: | 2005 (Baseline) | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
|--|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Graduation Rate | 59 | 59 | 60 | 63 | 66 | 68 | 69 | 72 | 76 | 80 | 85 |
| College Going Rate | 58 | 58 | 60 | 61 | 62 | 63 | 64 | 65 | 67 | 71 | 74 |
| College Credit Earning Rate | 63 | 63 | 64 | 64 | 64 | 65 | 65 | 66 | 67 | 68 | 70 |
| Percent of 9 th Graders Who Eventually Earn at Least a Year’s Worth of College Credit | 22 | 22 | 23 | 25 | 26 | 27 | 29 | 31 | 34 | 39 | 44 |

LEA GOALS

Note: The un-shaded boxes will be prepopulated for each LEA by the DOE.

| High School Graduating Class of: | 2005 (Baseline) | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
|--|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Graduation Rate | 58 | 59 | 60 | 65 | 66 | 69.1 | 72.2 | 75.3 | 78.4 | 81.5 | 85 |
| College Going Rate | 49 | 51 | 53 | 56 | 59 | 62 | 65 | 68 | 70 | 72 | 74 |
| College Credit Earning Rate | 61 | 62 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 |
| Percent of 9 th Graders Who Eventually Earn at Least a Year’s Worth of College Credit | 17 | 19 | 20 | 23 | 25 | 28 | 31 | 34 | 37 | 40 | 44 |

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Work Plan Table

Project/MOU Criterion: Expand STEM Career and Technical Program Offerings – (B)(3)4.

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #: (239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will implement at least one additional high school career and technical program that provides training for occupations requiring science, technology, engineering, and/or math (STEM). The LEA will pay, or secure payment for the industry certification, and/or examination for graduates of such programs. These programs must lead to a high-wage, high-skill career for a majority of graduates that supports one of the eight targeted sectors identified by Enterprise Florida and result in an industry certification. The LEA will ensure that these programs will include at least one Career and Technical Education course that has significant integration of math or science that will satisfy core credit requirements with the passing of the course and related end-of-course exam.

Deliverables (minimum required evidence):

1. Submission of a 4-year LEA timeline and implementation plan based on the analysis of employer needs in the community to initiate one of the RTTT-approved career and technical programs. Baseline data for the plan should include documentation of the STEM career and technical programs that meet the requirements of RTTT available to students in your district for 2009-2010 including for each school site: name of program, courses offered as part of the program, student enrollment in each course, and number of students for 2009-2010 who were awarded industry certifications.
2. Evidence of funding allocated to provide for the costs associated with student candidates' industry certification exams.
3. Documentation of implementation of a complete program that results in industry certification including for each school site: name of program, courses offered as part of the program, student enrollment in each course, and number of students for 2013-2014 who were awarded industry certifications.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Adult and Career Education Program Director | x | x | x | x | x | x |
| Science Curriculum Coordinator | x | x | x | x | x | x |
| Math Curriculum Coordinator | x | x | x | x | x | x |
| High School Principals | x | x | x | x | x | x |
| High School AP's for Curriculum | x | x | x | x | x | x |
| Charter School Representative | x | x | x | x | x | x |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | 2011/12 | 2012/13 | 2013/14 |
|--------------------------------|---------|---------|---------|---------|
| | | | | |

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| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
|--|----------------------------|----------------------------|----------------------------|----------|----------|----------|
| 1. Submission of a 4-year district timeline and implementation plan based on the analysis of employer needs in the community to initiate one of the RTTT-approved career and technical programs. Baseline data for the plan should include documentation of the STEM career and technical programs that meet the requirements of RTTT available to students in your district for 2009-2010 including for each school site: name of program, courses offered as part of the program, student enrollment in each course, and number of students for 2013-2014 who were awarded industry certifications | X | | | x | x | x |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Meet with industry and community representatives to develop a plan for adding at least one RTTT approved Career and Technical Education program. | x | x | x | | | |
| b. Provide baseline data for 2009-2010 of programs that meet the RTTT criteria. The documentation will include the school site, program, courses, student enrollment and any industry certifications that might have been attained. This baseline data can be found in the Supporting Narrative section. | | x | x | | | |
| c. Develop a timeline for the planning and development of new STEM programs | x | x | x | | | |
| d. Train qualified teachers in software and programs leading to student industry certification | x | x | x | x | x | x |
| e. Purchase software and equipment needed to fully support current and planned programs | x | x | x | x | x | x |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|----------|----------|----------|
| 2. Evidence of funding allocated to provide for the costs associated with student candidates' industry certification exams. (See supporting narrative) | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | x | x | x | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Continue to use District funds (as available), CAPE Academy funds and Carl | x | x | x | x | x | x |

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| | | | | | | |
|---|---|---|---|---|---|---|
| D. Perkins funds to support programs. | | | | | | |
| b. Apply for competitive grants as they become available to support the STEM initiative | x | x | x | x | | x |
| c. Develop a multi-year budget to include allocating resources for STEM programs | | x | x | x | x | |

| Deliverable (required): 3. Documentation of implementation of a complete program that results in industry certification. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|----------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Work with community to define STEM needs. | x | x | | | | |
| b. Plan with schools for implementation of new programs | | x | x | x | x | x |
| c. Purchase equipment needed to begin program | | | x | x | x | x |
| d. Bring qualified/certified personnel in to run the program | | | x | x | x | x |

| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|--|---|--|---|---|---|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Budget will be used to provide supplemental contracts for curriculum development, printing, supplies, furniture, equipment, computers and peripherals, software , dues and fees for implementing new STEM programs. Please see attached budget forms. | \$23,500 Mariner High School Biomedical Academy for software, lab equipment and supplies. | \$2,000 Fee for Biomedical science program | \$127,000 Purchase start up equipment, supplies, for Dunbar High School Biomedical Program, Island Coast High School Environmental Resources Program and Riverdale high School Environmental Resources Program. Purchase equipment, supplies, etc. to sustain mariner High School Biomedical Program. | \$164,250 Purchase start up equipment, supplies, etc. for Dunbar High School Engineering Technology Program. Purchase equipment, supplies, etc. to sustain Mariner High School Biomedical Program, Dunbar High School Biomedical Program, Island Coast High School Environmental Resources Program, and Riverdale high School Environmental Resources Program. | \$57,250 Purchase equipment, supplies, etc. to maintain Dunbar High School Engineering Technology Program, Mariner High School Biomedical Program, Dunbar High School Biomedical Program, Island Coast High School Environmental Resources Program and Riverdale high School Environmental Resources | \$57,000 Purchase equipment, supplies, etc. to maintain Dunbar High School Engineering Technology Program, Mariner High School Biomedical Program, Dunbar High School Biomedical Program, Island Coast High School Environmental Resources Program and Riverdale high School Environmental Resources |

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| | | | | | | |
|--|--|--|--|---|----------|----------|
| | | | | School Environmental Resources Program. | Program. | Program. |
|--|--|--|--|---|----------|----------|

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Lee County has been one of the leaders in the State of Florida for Career Academies and Industry Certifications. We have used District, Perkins, and CAPE academy funding to support our programs and will continue to do so in the future. We have also formed partnerships with local and national companies to acquire software and equipment at the best price possible.

Supporting Narrative (optional):

The School District of Lee County has a strong foundation in Career and Technical Education. We have been one of the top Districts in the state as far as career academies and industry certification for our teachers and students. We have several STEM programs already in place with plans to add at least one more each year for the next several years. We have allocated resources to the STEM arena and will continue to do so. We recognize the need for students leaving our secondary system with strong STEM skills. We also recognize that when you integrate the knowledge that a student receives in his/her academic classes with hands on, real world activities in a Career and Technical Education program, you are providing students with the best of both worlds. We have already begun to develop a plan that will provide students with more access to STEM programs in Career and Technical Education as well as to expand our accelerated options such as IB, AICE, AP and Dual Enrollment in the STEM area.

Budget will be used to provide supplemental contracts for teacher training and curriculum development, printing, supplies, furniture, equipment, computers and peripherals, software, dues and fees for implementing new STEM programs. Please see attached budget forms.

Baseline of current Lee County Programs that meet the RTTT criteria for STEM:

| School | RTTT STEM Allowable Programs Currently Available | Courses within STEM Program | Number of Students Enrolled in 2010-2011 | Industry Certification Available |
|-----------------------------|--|--|--|----------------------------------|
| Cypress | Drafting/Illustrative Design | Drafting/Illustrative Design 1,2,3 | 87 | AutoDesk ADDA |
| East Lee County High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 50 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 30 | SolidWorks |
| Estero | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 150 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 230 | SolidWorks |
| Ft. Myers | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 54 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 92 | SolidWorks |
| Ida Baker High School | Building Construction Technology | Building Construction Technology 1,2,3,4 | 99 | NCCER |
| | Drafting Technology | Drafting, 1,2,3,4 | 77 | |
| Mariner | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 150 | AutoDesk |

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| | | | | | |
|-------|-------------------------------|------------------------------------|-----|------------------|--|
| | | | | ADDA | |
| | Engineering Technology | Engineering Technology 1,2,3 | 230 | SolidWorks | |
| North | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 78 | AutoDesk ADDA | |
| South | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 46 | AutoDesk ADDA | |
| | Engineering Technology | Engineering Technology 1,2,3 | 94 | SolidWorks | |

Proposed expanded STEM Opportunities::

- 2010-2011 Biomedical at Mariner High School**
- 2011-2012 Biomedical at Dunbar High School**
- Environmental Resources at Island Coast High School**
- Environmental Resources at Riverdale High School**
- 2012-2013 Engineering Technology at Dunbar High School**

Title and Page Number of Appendices for this Project (if applicable):

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Work Plan Table

Project/MOU Criterion: Increase Advanced STEM Coursework – (B)(3)5.

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #: (239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will increase the number of STEM-related acceleration courses, such as Advanced Placement, International Baccalaureate, AICE, dual enrollment, and industry certification.

Deliverables (minimum required evidence):

1. Submission of a district timeline and implementation plan to increase the number of STEM accelerated courses. Baseline data for this plan includes documentation of courses provided at each high school in 2009-2010. This plan should also take into consideration 2010 legislative requirements (Senate Bill 4) requiring that by 2011-2012 each high school offer an International Baccalaureate program, Advanced International Certificate of Education program, or at least four courses in dual enrollment or Advanced Placement including one course each in English, mathematics, science, and social studies.
2. Documentation of increased STEM accelerated course offerings, including a comparison of baseline data to end-of-grant period data.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Adult and Career Education Program Director | x | x | x | x | x | x |
| Science Curriculum Coordinator | x | x | x | x | x | x |
| Math Curriculum Coordinator | x | x | x | x | x | x |
| Designated Principals and AP's for Curriculum | x | x | x | x | x | x |
| Charter School Representative | x | x | x | x | x | x |
| | | | | | | |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. Submission of a district timeline and implementation plan to increase the number of STEM accelerated courses. Baseline data for this plan includes documentation of courses provided at each high school in 2009-2010. This plan should also take into | X | x | x | | | |

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| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| consideration 2010 legislative requirements (Senate Bill 4) requiring that by 2011-2012 each high school offer an International Baccalaureate program, Advanced International Certificate of Education program, or at least four courses in dual enrollment or Advanced Placement including one course each in English, mathematics, science, and social studies. | | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Review current STEM programs in the District for both student counts and performance | x | x | | | | |
| b. Work with stakeholders to develop a timeline and plan for increasing teacher integration of math, science and CTE programs and activities | x | x | x | | | |
| c. Work with teachers who are currently teaching IB, AICE and AP courses to develop additional courses for students in Lee County that are strong STEM courses. | | x | x | x | x | x |
| d. Establish baseline data for course enrollments and successful completion by students in higher level college and industry certification courses | | | x | x | | |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|----------|
| Deliverable (required): 2. Documentation of increased STEM accelerated course offerings, including a comparison of baseline data to end-of-grant period data. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | | | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop a baseline chart showing last year and this year's current level of STEM accelerated course offerings. | x | x | | | | |
| b. Develop a plan to add additional STEM accelerated courses. | | x | x | | | |
| c. Provide additional opportunities for teachers to develop curriculum for new accelerated STEM courses. | | | x | x | x | x |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|----------|----------|----------|
| Project Budget Summary: Funds will | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$0 | \$0 | \$25,000 | \$19,000 | \$14,000 | \$14,000 |

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|---|--|--|--|--|--|--|
| be used for curriculum development | | | | | | |
|---|--|--|--|--|--|--|

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

The School District of Lee County has supported programs that support STEM accelerated courses. Each attendance zone currently has one International Baccalaureate high school and one AICE high school. All schools are encouraged to offer as many Advanced Placement courses as possible. The District will continue this support during and after Race to the Top. The District current pays for students to take AP, IB and AICE tests as well as funds the teachers required at each school.

Supporting Narrative (optional):

Lee County currently provides a wide range of accelerated opportunities for students including Advanced Placement, Dual Enrollment, IB and AICE courses. We understand the value of these courses and intend to increase the number of these course- particularly in the STEM area. We are starting new AICE programs in three schools in the District. We anticipate these programs will grow and provide students with another avenue for accelerated credit.

Below you will see a table showing the accelerated mechanisms provided to Lee County Students for 2009-2010, the courses that are being offered in 2010-2011 and the courses planned to be implemented in the next three years.

| School Name | Adv Placement Environment Science | | | | | Advanced Placement Physics C | | | | | Advanced Placement Biology | | | | | Advanced Placement Chemistry | | | | | Advanced Placement Physics B | | | | | Advanced Placement Calculus AB | | | | | Advanced Placement Calculus BC | | | | | Advanced Placement Statistics | | | | | Dual Enrollment |
|-----------------------------|-----------------------------------|-------|-------|-------|-------|------------------------------|-------|-------|-------|-------|----------------------------|-------|-------|-------|-------|------------------------------|-------|-------|-------|-------|------------------------------|-------|-------|-------|-------|--------------------------------|-------|-------|-------|-------|--------------------------------|-------|-------|-------|-------|-------------------------------|--|--|--|--|-----------------|
| | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | 09-10 | 10-11 | 11-12 | 12-13 | 13-14 | | | | | | |
| Island Coast High School | X | X | | | | | | | | | X | X | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | X |
| North Ft. Myers High (AICE) | | | | | | | | | | | | | | | | X | X | | | | | | | | | X | X | | | | | | | | | | | | | | X |
| Lehigh Senior High (AICE) | | | | | | | | | | | X | X | | | | | | | | | X | X | | | | | | | | | | | | | | | | | | | X |
| Ft. Myers High School (IB) | X | X | | | | | | | | | X | X | | | | | | | | | | | | | | X | X | | | | | | | | | | | | | | X |
| Adding | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adding | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|-----------------------------|----------------------------------|--|-----|---------------|
| East Lee County High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 50 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 30 | SolidWorks |
| Estero High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 150 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 230 | SolidWorks |
| Ft. Myers High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 54 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 92 | SolidWorks |
| Ida Baker High School | Building Construction Technology | Building Construction Technology 1,2,3,4 | 99 | NCCER |
| | Drafting Technology | Drafting, 1,2,3,4 | 77 | AutoDesk ADDA |
| Mariner High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 150 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 230 | SolidWorks |
| North Ft. Myers High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 78 | AutoDesk ADDA |
| South Ft. Myers High School | Drafting/ Illustrative Design | Drafting/Illustrative Design 1,2,3 | 46 | AutoDesk ADDA |
| | Engineering Technology | Engineering Technology 1,2,3 | 94 | SolidWorks |

The School District of Lee County plans to implement four additional STEM academies into three high schools within the next four years. Those academies are: Biomedical at Dunbar High School, Environmental Resources at Island Coast High School and Riverdale High School and Engineering Technology at Dunbar High School.

In 2009-2010, there was only one school that hadn't meet the requirement of offering at least one dual enrollment course in Social Studies, Science, Math and Language Arts. That school (East Lee County High School will be offering a science course within the required timeline.

Title and Page Number of Appendices for this Project (if applicable):

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Work Plan Table

Project/MOU Criterion: Bolster Technology for Improved Instruction and Assessment – (B)(3)6.

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins

Title: Chief Human Resource Officer

Phone #: (239) 337-8503

E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will ensure that each school possesses the technology to provide sufficient access to strategic tools for improved classroom instruction and computer-based assessment.

Deliverable (minimum required evidence):

1. Readiness for computer-based testing (FCAT 2.0, End-of-Course Exams, Florida Assessments for Instruction in Reading) as certified through completion and submission of Florida’s online certification tool.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Director, Information Technology Support | X | | | X | X | X |
| Coordinator, Information Technology Support | X | | | X | X | X |
| Technical Support Supervisor | X | | | X | X | X |
| Project Manager | X | | | X | X | X |
| Field Support Technicians | X | X | X | X | X | X |
| Technology Specialists (Instructional Technologists) (Existing + 9 New) | X | X | X | X | X | X |
| Director of Accountability, Research & Continuous Improvement | X | X | X | X | X | X |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. Completion and submission of computer-based testing readiness certification through Florida’s online tool. | X | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Collection and analysis of data to assist with the planning of technology purchases. | X | X | X | | | |
| b. Deployment of additional mobile computer labs for state testing, with additional support provided by RTTT funded Technology Specialists (Instructional Technologists) beginning in year 2. | X | | | X | X | X |
| c. Maintenance & testing of software images | X | X | | X | X | X |

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|--|---|---|---|---|---|---|
| to ensure compatibility with state testing requirements with additional support provided by RTTT funded Technology Specialists (Instructional Technologists) beginning in year 2. | | | | | | |
| d. Ongoing maintenance and support of additional hardware and software added to accommodate state testing plan with additional support provided by RTTT funded Technology Specialists (Instructional Technologists) beginning in year 2. | X | X | X | X | X | X |

| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|-------------------------|-------------------------|-------------------------|-------------------------|---------------|--------------|--------------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$0 | \$0 | \$0 | \$ 720,769.44 | \$727,397.80 | \$734,092.36 |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*
Sustainability is depending upon future capital revenue.

Supporting Narrative (optional):

Title and Page Number of Appendices for this Project (if applicable):

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LEA FINAL SCOPE OF WORK – EXHIBIT II
Work Plan Table

Project/MOU Criterion: Improve Access to State Data – (C)(2)

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins

Title: Chief Human Resource Officer

Phone #: (239) 337-8503

E-mail Address: GregAD@leeschools.net

Project Goal: LEAs will integrate with the Department to provide single sign-on access to state-level applications and data by their users. The LEA will incorporate state-level data into local instructional improvement systems to improve instruction in the classroom and operations at the school and district levels, and to support research.

Deliverables (minimum required evidence):

1. For teachers, principals, and other LEA staff, provide a report on the following:

- a. Number of each type of staff in the district
- b. Number of each type of staff accessing state resources via single sign-on

Baseline report based on 2009-10 is due by December 31, 2010. Reports based on the prior two quarters completed are due by September 30 and March 31 of each year. Bi-annual reporting shall begin the first applicable period after single sign-on integration with the Department. The Department will provide a report template.

2. Single Sign-on Integration Readiness Certification. Certification forms will be provided by the Department for LEA signature.

3. Single sign-on integration with the Department.

4. For state-level data downloads, provide a report of the following:

- a. Name of the download
- b. Date of most recent download

Reports are due by September 30 and March 31 of each year and based on the prior two quarters completed. Reporting shall begin the first applicable period after receipt and incorporation of state-level data into local instructional improvement systems. The Department will provide a report template.

Note: Additional evidence regarding the state-level data downloads is collected with Section (C)(3)(i).

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

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LEA FINAL SCOPE OF WORK – EXHIBIT II**

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Director of Accountability, Research & Continuous Improvement | X | X | X | X | X | X |
| Director of Information Systems | X | X | X | X | X | X |
| Director of Information Technology Support | X | X | X | X | X | X |
| Systems Analyst (IS Dept.) | X | X | X | X | X | X |
| Assistant Director Curriculum | X | X | X | X | X | X |
| Assistant Principal on Assignment, Accountability, Research & Continuous Improvement | X | X | X | X | X | X |
| Applications Manager, IS | X | X | X | X | X | X |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

Note: Deliverables will be dependent on an LEA's current status with respect to technology and data systems. During Year 1, LEAs will provide feedback to the Department regarding single sign-on implementation and state-level data downloads. Work should be completed by Year 4.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. For teachers, principals, and other LEA staff, provide a report on the following: a. Number of each type of staff in the district b. Number of each type of staff accessing state resources via single sign-on | X | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| a. Obtain and analyze requirements | X | X | X | | | |
| b. Develop/configure system components | | | | X | X | X |
| c. Testing and verification | | | | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 2. Single Sign-on Integration Readiness Certification | | | X | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| a. Provide feedback regarding single sign-on methodology through the single sign-on committee. | X | X | X | | | |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|-------------------------|---------|--|--|---------|---------|---------|
|-------------------------|---------|--|--|---------|---------|---------|

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|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| 3. Single sign-on integration with the Department | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | X | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop integration/interface | | | X | X | | |
| b. Test integration/interface | | | X | X | | |
| c. Implement external authentication servers for Active Directory Federation Services. | | | | X | | |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 4. For state-level data downloads, provide a report of the following: a. Name of the download b. Date of most recent download | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Obtain and analyze requirements | | | | X | | |
| b. Develop automated download process | | | | | X | |
| c. Develop report | | | | | X | |
| d. Test process and report | | | | | X | |

| | | | | | | |
|--------------------------------|-------------------------|-------------------------|-------------------------|-------------|---------|---------|
| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$ | \$ | \$ | \$20,000.00 | \$ | \$ |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Post implementation processes will be established and observed using existing staff, assuming state requirement changes after the 4-year grant period are kept to a minimum.

Supporting Narrative (optional):

Costs include consultant contract to engage a Microsoft Gold Partner to implement ADFS system, should the state decided to use ADFS for single sign-on.

Title and Page Number of Appendices for this Project (if applicable):

Work Plan Table

Project/MOU Criteria: Use Data to Improve Instruction – (C)(3)(i) and (iii)

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins

Title: Chief Human Resource Officer

Phone #: (239) 337-8503

E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will use systems that are easy for students, teachers, parents, and principals to use and that show growth of students, teachers, schools, and districts disaggregated by subject and demographics. An LEA that has an instructional improvement system will ensure that the system is being fully utilized; an LEA that does not have an instructional improvement system will acquire one. The LEA will provide requested data from local instructional improvement and longitudinal data systems to the Department as requested.

Deliverables (minimum required evidence):

1. For local instructional improvement systems, provide a report that includes the following:
 - a. Name of the system
 - b. How the system has been adopted and used in the classroom, school, and at the district level to support instruction in the classroom, operations at the school and district levels, and research
 - c. How the system is accessed and used by students and parents
 - d. How state-level data downloads are accessed and used in the classroom, school, and at the district level to support instruction in the classroom, operations at the school and district levels, and research [Ref. to Section (C)(2)]. This section should be included when it becomes applicable.
 - e. A description of the student growth data available to users on the system
 - f. How frequently students, teachers, parents, and principals are accessing the system

The baseline report for 2009-10 is due by December 31, 2010. Subsequent reports are due annually by September 30 for the prior year.
2. The LEA will provide timely, accurate, and complete information in Department technology assessments and surveys to verify the LEA’s local instructional improvement system meets the minimum standards. LEAs will provide the name, title, phone number, and email address of a staff member responsible for receiving such requests from the Department.
3. The LEA will provide data from local instructional improvement and longitudinal data systems to the Department, as requested. LEAs will provide the name, title, phone number, and e-mail address of a staff member responsible for receiving such requests from the Department.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| ARCI Director | X | X | X | X | X | X |
| Director of Information Systems | X | X | X | X | X | X |
| Director of Information Technology Support | X | X | X | X | X | X |
| Systems Analyst (IS Dept.) | X | X | X | X | X | X |
| Assistant Director Curriculum | X | X | X | X | X | X |
| Assistant Principal on Assignment, ARCI | X | X | X | X | X | X |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. For local instructional improvement systems, provide a report that includes the following: | | | | | | |
| a. Name of the system | X | | | X | | |
| b. How the system has been adopted and used in the classroom, school, and at the district level to support instruction in the classroom, operations at the school and district levels, and research | | | | | X | X |
| c. How the system is accessed and used by students and parents | | | | | | |
| d. How state-level data downloads are accessed and used in the classroom, school, and at the district level to support instruction in the classroom, operations at the school and district levels, and research [Ref. to Section (C)(2)]. This section of the report should be included when it becomes applicable | | | | | | |
| e. A description of the student growth data available to users on the system | | | | | | |
| f. How frequently students, teachers, parents, principals are accessing system | | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Assign point person to coordinate data/software integration, analysis and development. | X | | | | | |
| b. Conduct analysis of current systems in place to determine if systems meet minimum standards for a LIIS. Current LEA systems include Pinnacle Analytics, ParentLink, Achievement Series, Pinnacle Grade Book, OnCourse. | X | X | X | | | |
| c. Provide specific feedback on status and effectiveness of current systems. | | | X | | | |
| d. Identify specific areas in which systems integration and local development needs to occur in order to meet minimum standards. | | | | X | | |
| e. Implement a system for stakeholder input (e.g. focus groups) | | | X | X | X | X |
| f. Define functional requirements/system specifications for each component | | | | X | X | X |
| g. Hire computer programmers as needed. | | X | X | X | X | X |
| h. Ongoing training opportunities for existing programmers in SQL/web programming | | | | X | X | X |
| i. RFP Process as needed | | | | X | X | X |

| | | | | | | |
|---|--|--|--|---|---|---|
| j. Purchase and/or development of system components (hardware/software) necessary to meet minimum standards | | | | X | X | X |
| k. Provide feedback to DOE on development of key system components | | | | X | X | X |
| l. Integration testing, system testing, user acceptance testing | | | | X | X | X |
| m. Production cutover | | | | | X | X |
| n. Training for LEA personnel in system components as necessary | | | | | X | X |
| o. Training material development | | | | X | | |
| p. Notification/orientation/training of parents in use of systems as necessary. | | | | | X | X |
| q. Notification/orientation/training of students in use of systems as necessary. | | | | | | X |
| r. Identify future implementation, direction and/or modifications | | | | | | X |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 2. The LEA will provide timely, accurate, and complete information in Department sponsored technology assessments and surveys to verify the LEA's local instructional improvement system meets the minimum standards. LEAs will provide the name, title, phone number, and email address of a staff member responsible for receiving such requests from the Department. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop processes for collecting necessary information from key personnel. | | X | X | | | |
| b. Develop a consistent format for identification and reporting of progress on system components | | X | X | | | |

| | | | | | | |
|---|--|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 3. The LEA will provide data from local instructional improvement and longitudinal data systems to the Department, as requested. LEAs will provide the name, title, phone number, and e-mail address of a staff member responsible for receiving such requests from the Department. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | | | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | a. Develop process for reviewing data elements and format requested by DOE | X | X | X | | |
| b. Identify programming needs to extract requested information | | | | X | X | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--------------------------------|-------------------------|-------------------------|-------------------------|--------------|-------------|-------------|
| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$17,395.49 | \$22,737.46 | \$27,395.49 | \$120,213.36 | \$85,851.12 | \$86,495.24 |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

We currently have a structure in place for data maintenance and analysis. The goal of this project is to develop products/systems that the district owns to reduce/minimize the cost of maintaining the data systems long term. The future maintenance of a district-owned system is considerably smaller than purchasing from an outside vendor. District technology infrastructure (bandwidth etc) is in place to utilize data systems across the district. The district will address the sustainability of the new positions described in this section by considering elimination of positions through attrition during the four year period.

Supporting Narrative (optional):

The District has implemented various software programs during the last 10 years which address some of the standards for a local instructional improvement system. For the most part, those systems are vendor products that may not completely meet the requirements of an ideal instructional improvement system. In order to address the gaps and to ensure full integration as the district moves forward, our plan is to pursue in-house systems development as much as possible as well as working on integration of vendor products that will be retained.

Title and Page Number of Appendices for this Project (if applicable):

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LEA FINAL SCOPE OF WORK – EXHIBIT II
Work Plan Table

Project/MOU Criterion: Provide Support for Educator Preparation Programs – (D)(1)(ii)

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #:(239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will improve the support of candidates in teacher preparation programs by collaborating with providers in assigning effective personnel as mentors and supervising teachers and using candidate performance data for program improvements.

Deliverables (minimum required evidence):

1. Plan for collaboration with institutions or other program providers (include list) to assign supervising teachers.
2. Plan for determining qualifications for selecting effective and highly effective teachers and administrators, including clinical educator training, as supervising teachers and peer mentors for teacher and principal leadership candidates.
3. Description of qualifications to supervise program interns or serve as a peer mentor.
4. Reporting teachers and principals who are selected for these positions (the staff database will be updated with a data element for this purpose).
5. Annual District Program Evaluation Plan (APEP) reports for district alternative certification programs and annual reports for School Leadership programs reflect requirements met for Continued Approval Standard Three (regarding use of data for continuous program improvement and the assignment and training of peer mentors).

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| District Alternative Certification Program Coordinator | x | x | x | x | x | x |
| Internship Placement Teacher on Assignment- part time (new position) | | x | x | x | x | x |
| Teacher Leadership Coordinator | x | x | x | x | x | x |
| University Collaboration Team members | x | x | x | x | x | x |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. Plan for collaboration with institutions or other program providers (include list) to assign supervising teachers. | | x | x | x | x | x |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Establish university collaboration team for teacher preparation (UCT) – membership and | | x | | | | |

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| | | | | | | |
|---|-------------------------------|---|---|---|---|---|
| goals. | | | | | | |
| University Collaboration Team (UCT) | | | | | | |
| MEMBERS | ORGANIZATION | | | | | |
| Internship Placement Specialist | Edison State College | | | | | |
| Internship Placement Specialist | Florida Gulf Coast University | | | | | |
| Teacher Association of Lee County Representative | Island Coast FEA | | | | | |
| Executive Director | Island Coast FEA | | | | | |
| High School Principal | School District of Lee County | | | | | |
| Middle School Principal | School District of Lee County | | | | | |
| Elementary Principal | School District of Lee County | | | | | |
| Director of Personnel | School District of Lee County | | | | | |
| Executive Director of Human Resource | School District of Lee County | | | | | |
| Assistant Director of Staff Development | School District of Lee County | | | | | |
| Assistant Director of Curriculum | School District of Lee County | | | | | |
| Coordinator, Curriculum and Staff Development | School District of Lee County | | | | | |
| Experienced Peer Mentor | School District of Lee County | | | | | |
| b. UCT meetings held (twice per year in year 1, once per year thereafter) | | x | x | x | x | x |
| c. Review annual report on leadership collaboration (leadership prep governing team already established in 2009 under rule 6A-5.081). The report will include progress monitoring, analysis of mentor program efficacy and leadership program completer data. | | | x | x | x | x |

| | | | | | | |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| Deliverable (required): 2. Plan for determining qualifications for selecting effective and highly effective teachers and administrators, including clinical educator training, as supervising teachers and peer mentors for teacher and principal leadership candidates. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | x | x | x | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. District Alternative Certification Program (DACP) program coordinator, New Teacher Induction Coordinator, School Administrator(s) and internship placement supervisor meet to identify qualifications needed for selecting effective and highly effective teachers to serve as supervising teachers and peer mentors for New Teachers Program and Intern Program. | x | x | x | | | |
| b. Teacher Leadership Coordinator, Preparing New Principals Director and School Principal(s) meet to identify qualifications needed for selecting effective | x | x | x | | | |

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| | | | | | |
|--|--|---|---|--|--|
| and highly effective administrators to serve as peer mentors for Teacher Leadership Programs | | | | | |
| c. Plan reviewed and approved by school board as part of RTTT Scope of Work | | x | | | |
| d. Plan submitted with Scope of Work to FDOE. | | | x | | |

| Deliverable (required): 3. Description of qualifications to supervise program interns or serve as a peer mentor. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | x | x | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Conduct an analysis of the intern supervisor and peer teacher effectiveness through surveys and student achievement data. (aligns with Protocol 1.3.1; 1.3.2; 2.3.2; 3.3.2) | | | | x | x | |
| b. Identify the targets set for effectiveness of selected supervisors and mentors. | | | | x | x | |
| c. Review and make adjustments to targets according to data analysis. | | | | | x | |
| d. Set revised targets for effectiveness levels for newly assigned/hired supervisors and mentors. | | | | | x | |

| Deliverable (required): 4. Reporting teachers and principals who are selected for these positions (the staff database will be updated with a data element for this purpose). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | x | x | x |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Train school administrators to identify and assign effective and highly effective teachers to supervise teacher interns. Continue training for newly assigned administrators. | | | | x | x | x |
| b. Train school administrators to identify and assign effective and highly effective teachers to serve as peer mentors and coaches for New Teachers. Continue training for newly assigned administrators. | | | | x | x | x |
| c. Identify effective and highly effective administrators who are eligible to serve as peer mentors and coaches to teacher leaders. | | | | x | x | x |
| d. Disseminate to schools the process for | | | | x | | |

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| | | | | | | |
|---|--|--|--|---|---|---|
| collecting data on assignment of effective intern supervisors and peer mentors. | | | | | | |
| e. Meet with the Information Technology department to establish internal process to review and report accurate data on intern supervisors and peer mentors. | | | | x | | |
| f. Produce annual report for school board showing results of new process for selecting and assignment intern supervisors and peer mentors. | | | | | x | x |

| Deliverable (required): 5. Annual DPEP reports for district alternative certification programs and annual reports for School Leadership programs reflect requirements met for Continued Approval Standard Three (regarding use of data for continuous program improvement and the assignment and training of peer mentors). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | x | x | x |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop surveys to ensure continuous program improvement. | | | x | | | |
| b. Distribute surveys to interns, alt cert and leadership program participants regarding effectiveness of assigned mentors. | | | | x | x | x |
| c. Request feedback from the supervisor of any participant to convey the level of preparedness provided by the program. | | | | x | x | x |
| d. Collect and summarize survey data to include in analysis of DPEP. | | | | x | x | x |
| e. Analyze and evaluate student achievement data to determine program effectiveness. | | | | x | x | x |
| f. Using trend data determine mentor effectiveness and make appropriate adjustments. | | | | | x | x |
| g. Study program effectiveness and amend objectives. | | | | | x | x |

| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--------------------------------|-------------------------|-------------------------|-------------------------|-------------|-------------|-------------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$6,400.00 | \$23,919.54 | \$23,919.54 | \$40,042.76 | \$40,410.96 | \$40,782.92 |

Sustainability Factors: Deliverables and supporting activities will be developed and implemented during years one, two and three. During our planning and implementation phase, the funding provided through the Race to the Top theory of reform, will serve to provide guidance and support for candidates in teacher preparation programs. This investment will enhance our program and build capacity through “train- the trainer” models, cadres and

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innovative workshops. Through a collaborative effort with the UCT, systems and processes will be established to promote forward momentum.

Supporting Narrative (optional):

In the first year of participation in this initiative, the University Collaboration Team (UCT) will be formed with members from within the school district and representatives from at least two of our higher education institutions who place interns into the educational system. Internal membership will include the Director of Personnel, Executive Director for Human Resources, Curriculum and Staff Development representatives, TALC representatives, veteran principals and experienced peer mentors. Once the team is created, members will define our current relationship for placing interns and review the process for selecting supervising teachers and peer mentors. The current District Alternative Certification Program will be reviewed and updated to align with state requirements, and team expectations for a supportive environment and an appropriate match of mentor and mentee.

With the goal of developing a program to supervise and develop preservice teachers, instructional leaders and administrators, the team will design improvements to the system for collaboration and decision making with participating institutions. Cooperating institutions involved with the process would include but not be limited to: Florida Gulf Coast University, Edison State College, NOVA Southeastern University, Barry University and Hodges University. Over years two and three, this new design will be implemented to ensure an improved program with processes, criteria, roles, and expectations for preservice teachers, aspiring leaders, peer mentors, supervising personnel, and other involved stakeholders.

During year one of this plan, baseline data will be gathered to garner information concerning entry level teachers' success rate and determine the value of our current support systems. Our goal is to ensure a successful experience for all beginning teachers and administrators. Prudent decisions for future development can be made by the UCT using accurate information concerning the status quo.

Year two will bring the ability for the UCT to determine targets for a successful beginning teacher program. Training opportunities will be designed to build capacity within the program. Surveys for all programs and stakeholders will be utilized during years three and four for comparison data. Decisions for program improvement will be made by the UCT members based on the process of a Plan/Do/Study/Act model (PDSA). The implementation of these decisions will be directed by the Superintendent and reported to the School Board.

The district will report personnel assigned to these positions through regular and student and staff reposting based on forthcoming FDOE instruction.

Title and Page Number of Appendices for this Project (if applicable):

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Work Plan Table

Project/MOU Criteria: Improve Teacher and Principal Evaluation Systems – (D)(2)(i)(ii)(iii)

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins

Title: Chief Human Resource Officer

Phone #: (239) 337-8503

E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will design and conduct teacher and principal evaluations through systems that meet the requirements of law and of the MOU.

Deliverables (minimum required evidence):

1. A completed teacher appraisal system that reflects the inclusion of and implementation process for each of the content and design requirements listed in s. 1012.34, F.S., and in the MOU in (D)(2)(i)-(iii). See combined checklist at the end of the template document.
2. A timetable for implementing the teacher evaluation system.
3. A completed principal appraisal system that reflects the inclusion of and implementation process for each of the content and design requirements listed in s. 1012.34, F.S., and in the MOU in (D)(2)(i)-(iii). See combined checklist at the end of the template document.
4. A timetable for implementing the principal evaluation system.
5. Annually report evaluation results for teachers and principals through the regular student and staff survey.
6. Submit revisions to the teacher and principal evaluations annually, if revisions are made.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--------------------------------------|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Chief Human Resources Officer | X | X | X | X | X | X |
| Director of Personnel Services | X | X | X | X | X | X |
| RTTT Coordinator | X | X | X | X | X | X |
| Chief Academic Officer | X | X | X | X | X | X |
| Executive Director Island Coast FEA | X | X | X | X | X | X |
| President TALC | X | X | X | X | X | X |
| Assistant Director Curriculum | X | X | X | X | X | X |
| Executive Director Budget Services | X | X | X | X | X | X |
| Coordinator Accountability, Research | X | X | X | X | X | X |
| Director Accountability, Research | X | X | X | X | X | X |
| HRIS Coordinator | X | X | X | X | X | X |
| HR Generalist | X | X | X | X | X | X |
| Computer Programmer | X | X | X | X | X | X |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. A completed teacher appraisal system that reflects the inclusion of and implementation process for each of the content and design | | X | No later | | | |

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| requirements listed in s. 1012.34, F.S., and in the MOU in (D)(2)(i)-(iii). | | | <i>than May 1</i> | | | |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Formation of a Teacher Appraisal System (TAS) Committee comprised of teachers, administrators, union members, district staff. | X | | | | | |
| b. Research best practices and collect sample appraisal systems. | X | X | | | | |
| c. Meet with TAS Committee monthly or as often as needed during developmental stages. | X | X | X | | | |
| d. Shareholder input: Meet with community of practitioners and community members to include parents for the purposes of gathering additional input and feedback (District Advisory Council, Board Advisory Committees and other community groups). | | X | X | X | X | X |
| e. Develop 50% of teacher appraisal system incorporating core effective practices, requirement F.S. 1212.34, and a comprehensive range of ratings. | | X | X | | | |
| f. Incorporate student growth measure based on performance of students on state-required assessments for at least 35% of evaluation and student growth or achievement as determined by LEA for 15% (aligns with Protocol 1.1.3; 2.1.5) | | | X | | | |
| g. Design teacher appraisal system to support district and school level improvement plans and continuous quality improvement of the professional skills of instructional personnel. | | | X | | | |
| h. Implement newly revised teacher appraisal system for classroom FCAT teachers only subject to a pertinent collective bargaining. Consider adding End of Course (EOC) exam for Algebra. | | | | X | | |
| i. Expand implementation of teacher appraisal system for teachers of the following subjects: Social Studies, Science, H.O.P.E., Biology EOC, | | | | | X | |

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| | | | | | | |
|--|---|---|---|---|---|---|
| Geometry EOC, Spanish, French | | | | | | |
| j. Utilizing state resources, LEA will develop additional EOC exams for all other courses not measured by state or national assessments. | | | | | X | X |
| k. Applications of value added measures of teacher level student growth will be included in calculations as they are piloted and approved by DOE. | | | | X | X | |
| l. Through TAS and/or the Negotiation Team (collective bargaining) define milestone events and add at least one metric to include in the appraisal system | | | | | X | |
| m. Implement multi-metric evaluations for teachers in the year prior to a milestone event | | | | | | X |
| n. Inform and train all relevant personnel of the criteria and procedures associated with the appraisal process prior to implementation. | | | X | X | X | X |
| o. Revise teacher appraisal system to reflect student growth based on performance of all students either on state, national or district selected instruments for at least 40% of the evaluation and 10% determined by the LEA subject to any pertinent collective bargaining | | | | X | X | |
| p. TAS Committee Evaluation, Refinement and Revisions of Appraisal System as per established timelines. | | | | X | X | X |
| q. Hire computer programmers as needed to develop software for the integration of student assessment data into the Teacher Appraisal System. | X | X | X | X | X | X |
| r. Alignment of the Teacher Appraisal with the Student Assessment System via the TAS Committee and Academic Services | | X | X | X | | |
| s. Communicate with Board and Superintendent’s Cabinet | X | X | X | X | X | X |

| | | | | | | |
|--|-----------------|-----------------|-----------------|---------|---------|---------|
| Deliverable (required): 2. A timetable for implementing the teacher evaluation system (this may be adjusted annually). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd | 3 rd | 4 th | | | |
| | Quarter | Quarter | Quarter | | | |
| | X | | | | | |

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| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. TAS Committee will develop a timeline for implementation of the teacher evaluation system. | X | X | | | | |
| b. TAS Committee will solicit input on timeline from shareholder groups (District Advisory Council, Teachers, Community) | X | X | X | | | |
| c. Timeline for implementation discussed in collective bargaining and District Labor Management | | X | X | | | |
| d. TAS Committee evaluates timeline and adjusts if necessary | | | X | X | | |
| e. Communicate timeline to shareholders including Board, Superintendent's Cabinet, community, teachers, administrators | X | X | X | X | X | X |
| f. The TAS Committee conducts annual review of the teacher appraisal system. | | | | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 3. A completed principal appraisal system that reflects the inclusion of and implementation process for each of the content and design requirements listed in s.1012.34, F.S., and in the MOU in (D)(2)(i)-(iii). See combined checklist attached. | | | | X | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Formation of an Administrator Appraisal Committee (AAC) | X | | | | | |
| b. Committee will meet as often as needed to develop and implement new appraisal system | | | X | X | X | X |
| c. Shareholder Input (District Advisory Council, Teachers, Community, Parents) given to AAC. | X | X | X | | | |
| d. Revise principal appraisal system to include emphasis on recruiting and retaining effective teachers, improving effectiveness of teachers, removing ineffective teachers and included a comprehensive range of ratings. | | | X | | | |
| e. Incorporate student growth measure based on performance of students on state-required assessments for 35% of the evaluation and student growth or achievement as | | | X | | | |

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| | | | | | | |
|--|--|---|---|---|---|---|
| determined by the LEA for 15%. | | | | | | |
| f. Develop and Implement training regarding the first phase of the new administrator appraisal system. | | | X | X | | |
| g. Revise principal appraisal system to reflect student growth based on performance of all students either on state, national or district selected assessments for at least 40% of the evaluation and 10% determined by the LEA. | | | | | X | |
| h. Alignment of the Teacher Appraisal with the Student Assessment System via the AAC and Academic Services. | | X | X | | | |
| i. As per established timelines, make necessary yearly revisions utilizing the phase-in option. | | | | X | X | X |
| j. Implement phased-in principal appraisal system that reflects the inclusion of statutory and MOU requirements. | | | | | | X |
| k. Conduct evaluations at least once a year for all principals. | | | X | X | X | X |
| l. Inform principals of the criteria and procedures associated with the appraisal process before the appraisal takes place. | | | X | X | X | X |
| m. Conduct annual reviews of principal evaluation system. | | | | X | X | X |
| n. Communicate with the Cabinet and the Board for additional input regarding the new assessment system | | X | X | X | | |

| Deliverable (required): 4. A timetable for implementing the principal evaluation system (this may be adjusted annually). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. The Administrator Appraisal Committee will develop a timeline for implementation. | | X | X | X | | |
| b. The AAC will share timeline with shareholder groups listed above for input | | X | X | | | |
| c. The AAC will communicate and receive input from the Board and Superintendent' Cabinet. | | X | X | | | |
| d. The final timeline will be communicated to all shareholders | | | X | X | X | X |

| Deliverable (required): 5. Annually report evaluation results for teachers and principals through the regular student and staff survey. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |

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| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Personnel Services/Staffing Specialists/Information Services would develop a process for collecting and reporting evaluation data. | | X | X | | | |
| b. Staffing Specialists would collect and report evaluation results based on DOE requirements | | | | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 6. Submit revisions to the teacher and principal evaluation systems annually, if revisions are made. | | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. The TAS Committee and the ACC will meet respectively to evaluate each appraisal systems and will make recommendations for revisions as appropriate. | | | | X | X | X |
| b. The recommendations for revisions which impact the collective bargaining agreement will be negotiated as necessary. | | | | X | X | X |
| c. Revisions will be communicated to appropriate shareholder groups listed above for input. | | | | X | X | X |
| d. Final revisions and changes are communicated to all shareholders. | | | | X | X | X |

| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|-------------------------|-------------------------|-------------------------|-------------------------|--------------|--------------|--------------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$ | \$100,000 | \$100,000 | \$220,213.36 | \$220,851.12 | \$221,495.24 |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Race to the Top funding will facilitate the development of student assessments and appraisals for teachers and administrative staff. Once these items are developed the cost of maintaining the assessments and appraisals will be significantly less than the cost of development therefore allowing the District to sustain this initiative long term. Additionally, start-up material, training programs and aids, staff development and the development of support documents will be accomplished using Race to the Top funding. After development these initial costs will no longer exist; therefore, allowing the District to continue to implement the Race to the Top program initiatives. Central staff continues to undergo re-organization to better support changing District needs resultant from this and other related initiatives.

The School District is unique in that it has a long history of utilizing the Interest-Based Bargaining (IBB) process for completing the negotiation process and other similar situations involving complex issues and

RACE TO THE TOP
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diverse shareholders. IBB has been used successfully in the last decade and has resulted in a climate of trust and collaboration to be prevalent among the different groups that work together within the District to include the bargaining units, administration, employees and the Board. IBB has facilitated the development of many durable and creative agreements among the parties with labor relations continuing to be excellent. This environment of trust and collaboration lends itself well to sustaining long term initiatives such as Race to the Top. The District twelve year history of performance-based pay linked to evaluations is also unique to Lee County and demonstrates high potential for success of this project locally.

Supporting Narrative (optional):

Traditional evaluation systems have not shown a strong relationship to student achievement (Medley & Coker, 1987; Peterson, 2000). Similarly, recent research specifically related to the district's evaluation system shows that the principal's evaluation of the teacher has no correlation with student achievement. Teacher evaluation systems as a whole do not address performance issues adequately and the results are poorly aligned with the perceptions of educators, both teachers and administrators, with actual teacher performance. Too often poor performance is not adequately addressed. Evidence does exist which shows that evaluation systems can improve instruction (Milanowski and Heneman, 2003; Danielson & McGreal, 2000) and positively impact student achievement (Holtzapple, 2003) if properly designed and implemented.

The Race to the Top initiative is an opportunity to retool our teacher and administrator appraisal system to have a greater impact on student achievement. The approach for improving these systems is multifaceted. First the system for evaluating teachers and administrators will be standardized to insure consistency of practice district-wide. Second, it requires the development of performance goals early in the fiscal year and monitoring of these goals throughout the year which will better align the actual performance to the expected performance. It should also result in performance issues being addressed in a more timely manner. Third, the system will bring about greater communication and feedback between the employee and the supervisor which should significantly improve performance and engagement while also making the evaluation process more meaningful.

According to Danielson and McGreal (2000) the first step in the development of a teacher evaluation system is to determine the process. This step involves the formation of an evaluation committee comprised of a diverse group of stakeholders in the process. The committee should be co-chaired by the union president and the superintendent or assistant superintendent responsible for the process. To be representative of all employees with a vested interest, teachers, non-classroom instructors, school-based administrators and district administrators would all serve as members of this committee. To date we are currently working with the Teachers Association of Lee County (TALC) and the Support Personnel Association of Lee County (SPALC) leadership to reform this committee which was also involved in last year's evaluation revision. The next step is to determine the "how" or the general process followed for completing the evaluation. If done properly, this process is developed collaboratively so that all shareholders agree it is fair, transparent and understood. Shareholders should agree on the timeline and the data elements to be collected during evaluation. Student data, teacher instructional practice, lesson planning, professional duties and other aspects considered in an evaluation should be included in the discussion with the committee as the process components begin to form. Ideally, evaluation begins at the start of the year and continues until the end culminating in the final performance assessment.

The Race to the Top initiative provides a unique opportunity to work on the development of an appraisal

**RACE TO THE TOP
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instrument and system which is tied in a meaningful way to student growth and achievement while also recognizing the many other wonderful contributions of our outstanding teachers and administrators.

Title and Page Number of Appendices for this Project (if applicable):

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Work Plan Table

Project/MOU Criteria: Use Data Effectively in Human Capital Decisions – (D)(3), including (D)(2)(iv)(b)(c)(d) and (E)(2)4.-5.

Please indicate one LEA point of contact for this Project.

Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #: (239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will use results from teacher and principal evaluations to inform each of the human capital processes listed in the MOU.

Deliverables (minimum required evidence):

1. Annually submit the teacher and principal salary schedules that reflect the basis of determining the pay scale and supplements. The salary schedule will reflect the use of evaluation data and the requirements of the MOU based on the district-determined implementation timeline.
2. Submit a revised teacher and principal evaluation system that reflects the process for using evaluation data to make each of the human capital decisions listed in the MOU (date submitted will be based on the district-determined implementation timeline.)
3. Submit a staffing plan that reflects the assignment of effective and highly effective teachers and principals as defined in the grant notice to the district’s schools that have the highest percentages of low income students and minority students. Revisions to the plan, if made, should be submitted annually.
4. Annually submit the district’s collective bargaining agreement. The agreement that shows the use of teacher evaluation data to inform human capital decisions listed in the MOU will be submitted based on the district-determined implementation timeline.
5. Submit documentation of the accountability process for administrators to utilize evaluation results for teachers and principals in human capital decisions (list the documentation and the timeline for submission in Related Activities).
6. Report all bonuses and salary augmentations by teacher through the regularly-scheduled student and staff survey.
7. Annually report terminations through the regularly-scheduled student and staff survey.
8. Report and update as necessary during the school year the assignment of teachers and principals through the regularly-scheduled student and staff surveys.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Chief Human Resources Officer | X | X | X | X | X | X |
| Director, Personnel Services | X | X | X | X | X | X |
| Assistant Director, Personnel Services | X | X | X | X | X | X |
| Manager, Staffing and Compliance | X | X | X | X | X | X |
| Teacher on Assignment, Recruitment and Retention ** | X | X | X | X | X | X |
| Director, Enterprise Resource Project (ERP) | X | X | X | X | X | X |
| Business Process Analyst (Human Resources) | X | X | X | X | X | X |
| Chief Academic Officer | X | X | X | X | X | X |

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| | | | | | | |
|--|---|---|---|---|---|---|
| Executive Director Island Coast FEA | X | X | X | X | X | X |
| President TALC | X | X | X | X | X | X |
| Executive Director Budget Services | X | X | X | X | X | X |
| Coordinator Accountability, Research | X | X | X | X | X | X |
| Director Accountability, Research | X | X | X | X | X | X |
| Human Resources Information Systems (HRIS) Coordinator | X | X | X | X | X | X |
| Director, Information Systems | X | X | X | X | X | X |

The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 1. Annually submit the teacher and principal salary schedules that reflect the use of evaluation results. The salary schedule will reflect the use of evaluation data and the requirements of the MOU based on the district-determined implementation timeline. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Participate in the development of a revised Teacher Salary Schedule (see Worktable 7) which includes the component of evaluation data. | | | X | X | X | X |
| b. Participate in the development of a revised Principal Salary Schedule which includes the component of evaluation data. | | | X | X | X | X |
| c. Prepare a timeline for completion of revised teacher and principal salary schedules. | | X | | | | |
| d. Delegate and assign preparation of revised documents. | X | X | X | X | X | X |
| e. Proof salary schedules for accuracy. | | | X | X | X | X |
| f. Initiate printing and delivery of salary schedules to FLDOE. | | | X | X | X | X |

| | | | | | | |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 2. Submit a revised teacher and principal evaluation system that reflects the process for using evaluation data to make each of the human capital decisions listed in the MOU (date submitted will be based on the district-determined implementation timeline). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Review the revised teacher and principal evaluation systems to document need for | | X | X | X | X | X |

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| | | | | | | |
|--|---|---|---|---|---|---|
| enhancements in the E-Performance module of PeopleSoft to collect evaluation data. | | | | | | |
| b. Collaborate with the ERP Director; Human Capital Management (HCM) Business Process Analyst; Director, Information Systems; and Director, Accountability and Research to assign technical responsibilities for configuration of PeopleSoft E-Performance module. | X | X | X | X | X | X |
| c. Validate and test revised evaluations. | | | X | X | X | X |
| d. Develop training plan for revised evaluations. | | | | X | X | X |
| e. Implement revised evaluations. | | | | X | X | X |
| f. Evaluate results of revised evaluation systems. | | | | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 3. Submit a staffing plan that reflects the assignment of effective and highly effective teachers and principals as defined in the grant notice to the district’s schools that have the highest percentages of low income students and minority students. Revisions to the plan, if made, should be submitted annually. | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Analyze current staffing assignments of teachers and principals. | | X | X | | | |
| b. Review and revise current No Child Left Behind (NCLB) Staffing Guidelines with appropriate stakeholders. | | | X | X | X | X |
| c. Identify high-need schools. | | X | | X | X | X |
| d. Determine critical shortage certification areas. | | | X | X | X | X |
| e. Establish applicant screening process to identify highly effective teachers and principals. | | X | X | X | X | X |
| f. Create qualified applicant pools. | | | X | X | X | X |
| g. Develop recruitment and retention plan to provide incentives for highly effective teachers and principals. | | | X | X | X | X |
| h. Provide incentives for recruiting and retaining highly effective teachers and principals as evidenced by evaluation results. | | | | X | X | X |

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| Deliverable (required): 4. Annually submit the district’s collective bargaining agreement. The agreement that shows the use of teacher evaluation data to inform human capital decisions listed in the MOU will be submitted based on the district-determined implementation timeline. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Prepare a timeline for submission of district’s collective bargaining agreement. | | | X | | | |
| b. Delegate and assign preparation of revised documents. | | | X | X | X | X |
| c. Proof collective bargaining agreement for accuracy. | | | X | X | X | X |
| d. Initiate printing and delivery to FLDOE. | | | X | X | X | X |

| Deliverable (required): 5. Submit documentation of the accountability process for administrators to utilize evaluation results for teachers and principals in human capital decisions (list the documentation and the timeline for submission in Related Activities). | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop schedule to document accountability process. | | | | X | X | X |
| b. Design training plan and timeline. | | | | X | X | X |
| c. Pilot, test and revise process. | | X | X | X | X | X |
| d. Develop training manual on evaluation process and timeline. | | X | X | X | X | X |
| e. Train administrators. | | X | | X | X | X |
| f. Provide feedback and support as needed. | | X | X | X | X | X |
| g. Implement new evaluation. | | | | X | X | X |
| h. Monitor results | | | | X | X | X |
| i. Evaluate and revise process. | | | | | X | X |

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| Deliverable (required): 6. Report all bonuses and salary augmentations by teacher through the regularly-scheduled student and staff survey. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Collaborate with the Director, ERP; HCM Business Process Analyst; Director, Information Systems; and HRIS Coordinator to determine data collection and reporting requirements. | X | X | X | X | X | X |
| b. Schedule DOE reporting requirements as outlined in the scope of work. | | | X | X | X | X |

| Deliverable (required): 31. Annually report terminations through the regularly-scheduled student and staff survey. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Collaborate with the Director, ERP; HCM Business Process Analyst; Director, Information Systems; and HRIS Coordinator to determine data collection and reporting requirements. | | X | X | X | X | X |
| b. Schedule DOE reporting requirements as outlined in the scope of work. | | | X | X | X | X |

| Deliverable (required): 32. Report and update as necessary during the school year the assignment of teachers and principals through the regularly-scheduled student and staff surveys. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Collaborate with the Director, ERP; HCM Business Process Analyst; Director, Information Systems; and HRIS Coordinator to determine data collection and reporting requirements. | | X | X | X | X | X |
| b. Schedule DOE reporting requirements as outlined in the scope of work. | | | X | X | X | X |

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| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------|-------------|-------------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$0 | \$22,178.28 | \$22,178.28 | \$89,535.88 | \$90,366.84 | \$91,206.16 |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Supporting Narrative (optional):

Teacher on Assignment (TOA), Recruitment and Retention **

The LEA will be able to use data effectively for Human Capital decisions by creating a new TOA position devoted to recruitment and retention of highly qualified teachers and principals. This TOA will assist in the reconfiguration of the application process to create applicant pools of highly qualified teachers and principals which are reflective of the district’s diverse student population.

Once the reconfiguration of the application process is complete, the essential functions will be sustained by existing staff members, i.e., Personnel Analysts. At the conclusion of the grant period, the TOA position will be eliminated, and the teacher will be placed in an area of appropriate certification.

- Title and Page Number of Appendices for this Project (if applicable):**
- TALC Contract, including Salary Schedules and Supplements
 - NCLB Staffing Guidelines for Title I and Non-Title I Schools
 - Assessment Timeline

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Work Plan Table

Project/MOU Criteria: Focus Professional Development – (D)(5), including (B)(3)2. and 3., (C)(3)(ii), (D)(2)(iv)(a), (D)(3)(ii)2., and, if applicable, (E).

Please indicate one LEA point of contact for this Project.
Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #: (239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will revise its professional development system to include the elements described in the Race to the Top grant, will utilize data from teachers’ and principals’ evaluations to plan and evaluate professional development, and will evaluate the effectiveness of professional development based on changes in practice and student outcomes.

- Evidence:**
1. A revised district professional development system that meets the requirements of *Florida’s Protocol Standards for Professional Development* and reflects the inclusion of each of the content and design requirements in the MOU sections listed above. See combined checklist attached, to be submitted with this Table.
 2. A timetable for implementing the new elements into the professional development system for teachers and principals in the district.
 3. A revised teacher and principal evaluation system that reflects the use of evaluation results to plan and provide professional development.
 4. A component of the district’s professional development system reflecting a revised process for evaluating the district’s professional development in accordance with Protocol Standards, the requirements of the MOU, and as described in the grant.
 5. A timetable for implementing the evaluation of professional development in the district.
 6. Annually report evaluation results of the professional development for teachers and principals as part of the review of the district’s professional development plan.
 7. Submit revisions to the professional development system annually, based on the district-determined timetable for implementation.

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Chief Academic Officer | X | X | X | X | X | X |
| Executive Director of Curriculum and Staff Development | X | X | X | X | X | X |
| Executive Director Island Coast FEA | X | X | X | X | X | X |
| President of TALC | X | X | X | X | X | X |
| ERP Director | X | X | X | X | X | X |
| Director of Accountability, Research | X | X | X | X | X | X |
| Director of Intervention Programs | X | X | X | X | X | X |
| Assistant Director for Curriculum | X | X | X | X | X | X |
| Assistant Director for Staff Development | X | X | X | X | X | X |
| Assistant Director for Adult and Career Ed | X | X | X | X | X | X |
| Curriculum and Staff Development Center (CSDC) Coordinators | X | X | X | X | X | X |
| Master Teachers for Curriculum | | X | X | X | X | X |

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The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. A revised district professional development system that meets the requirements of <i>Florida’s Protocol Standards for Professional Development</i> and reflects the inclusion of each of the content and design requirements in the MOU sections listed above. See combined checklist attached. | | | | | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Create an Academic Services Database (ASD) Committee responsible for evaluating the current system. | X | X | X | X | X | X |
| b. Conduct an analysis of the current system in place to determine if it meets the requirements of <i>Florida’s Protocol Standards for Professional Development</i> . Our current system is PeopleSoft Enterprise Learning Management. | X | X | X | | | |
| c. Review feedback on existing system and identify areas in need of modification. | | | X | X | | |
| d. Work with ERP Director and ASD Committee to develop system components necessary to meet program requirements. | | | X | X | X | |
| e. Training for LEA personnel in new system components as needed. | | | | X | X | X |
| f. Implement New Teacher Preparation Program (APPLES) incorporating training on the district academic plans, common course exams, common core standards, and aligned research-based professional development (1.3.1; 1.3.2; 2.3.2; 3.3.2). | | | | X | X | X |
| g. Curriculum coordinators and master teachers of curriculum will align existing trainings to the Florida Professional Development Protocol Standards and new components of the teacher and principal evaluation system. | | | X | X | | |
| h. Curriculum coordinators and master teachers of curriculum will align existing district trainings to the Common Core Standards (CCS) as well as the Next Generation Sunshine State Standards (NGSSS). | | | X | X | | |

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| | | | | | | |
|--|--|--|---|---|---|---|
| i. Develop online crosswalk tool for new and experienced teachers for the transition of NGSSS to CCS. | | | X | X | | |
| j. Develop comprehensive training on the use of formative assessments in instructional planning | | | X | X | | |
| k. Deliver training on the use of formative assessments and their impact on classroom instruction, common core state standards, and analyzing the learning gains of students through formative assessments | | | | X | X | X |
| l. Master Teachers collaborate with school-based administrators to formulate Lesson Study Plan and identify target schools for subject area teams (1.2.6; 2.2.6; 3.2.6). | | | X | X | | |
| m. Master Teachers and Lesson Study Team members receive Lesson Study Team Training | | | | X | X | X |
| n. Master Teachers work with Lesson Study Teams to facilitate the process at district schools. | | | | X | X | X |
| o. Develop school-based administrator training targeting data-based decision making and the impact on classroom instruction, specifically high-needs classrooms (1.2.3; 2.2.3; 3.3.3). | | | X | X | | |
| p. Train school-based administrators on the process, impact, and importance of data-based decision making at the school and classroom level (1.4.4; 2.4.4; 3.4.4). | | | | X | X | X |
| q. Master Teachers for Curriculum assess the implementation of specific district trainings for target groups of teachers | | | X | X | X | X |
| r. Master Teachers for Curriculum analyze student learning gains of students impacted by teachers fully implementing specific district trainings | | | X | X | X | X |
| s. Master Teachers for Curriculum, Subject Area Coordinators, and the Accountability Department work to identify professional development activities correlated to positive student learning gains | | | X | X | X | X |
| t. Provide Summer Cadre training activities on designing high quality assessments, developing higher Webb level test items, aligning assessment items to the common core state standards, and research –based subject area training (1.2.3; 2.2.3; 3.3.3). | | | X | X | X | X |

| | | | | | | |
|---|-----------------|-----------------|-----------------|---------|---------|---------|
| Deliverable (required): 2. A timetable for implementing the new | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd | 3 rd | 4 th | | | |

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LEA FINAL SCOPE OF WORK – EXHIBIT II

| | | | | | | |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| elements into the professional development system for teachers and principals in the district. | Quarter | Quarter | Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. ASD Committee will develop a timetable for implementing the updated system. | X | X | | | | |
| b. ASD Committee will solicit input from department administrators, principals, teachers, and other district staff. | X | X | | | | |
| c. ASD Committee will refine and finalize the timetable. | | | X | | | |
| d. ASD Committee will publish the timetable for stakeholders. | | | X | X | X | X |

| | | | | | | |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 3. A revised teacher and principal evaluation system that reflects the use of evaluation results to plan and provide professional development. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Curriculum coordinators and master teachers of curriculum will align existing trainings to the Florida Professional Development Protocol Standards and new components of the teacher and principal evaluation system. | | | X | X | | |
| b. Curriculum coordinators and master teachers of curriculum will align existing district trainings to the Common Core State Standards (CCSS) as well as the NGSSS. | | | X | X | | |
| c. Develop online crosswalk tool for new and experienced teachers for the transition of NGSSS to CCSS (1.2.2; 2.2.2; 3.2.2). | | | X | X | | |
| d. Curriculum coordinators will identify new trainings to support Protocol Standards, the CCSS, and components of the evaluation system. | | | X | X | | |
| e. Develop and align individual teacher training plans and IPDPs with district professional development activities and CCSS. | | | | X | X | X |
| f. Develop training for 1 st and 2 nd year teachers on the CCSS and Florida Professional Development Protocol Standards (1.2.2; 2.2.2; 3.2.2). | | | | X | | |

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| | | | | | | |
|--|--|--|---|---|---|---|
| g. Train stakeholders in Florida Professional Development Protocol Standards, accessing their individual learning plan, developing their IPDP or ILDP and appropriate professional development activities (1.1.3; 2.1.5). | | | | X | X | X |
| h. Train stakeholders in Common Core State Standards and the aligned formative assessments available (1.2.2; 2.2.2; 3.2.2). | | | | X | X | X |
| i. Incorporate training on Common Core State Standards, Florida Professional Development Protocol Standards, and accessing their individual learning plan and IPDP into the district’s beginning teacher program (1.1.3; 2.1.5). | | | | X | X | X |
| j. Train principals on “look fors” in evaluating implementation of professional development trainings and lesson study groups (3.1.6). | | | | X | X | X |
| k. Train teachers and administrators on accessing student evaluation data, professional development activities, implementation results, and specific student and teacher data (1.2.5; 2.2.5; 3.2.5). | | | | X | X | X |
| k. Review and revise professional development offerings as indicated. | | | X | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 4. A component of the district’s professional development system reflecting a revised process for evaluating the district’s professional development in accordance with Protocol Standards, the requirements of the MOU, and as described in the grant. | | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Develop an implementation training component that identifies levels of teacher implementation of training strategies. | | | | X | X | X |
| b. Analyze the results of the implementation data and determine thresholds for inclusion. | | | | X | X | X |
| c. Work with Accountability Department and Data System administrator to align implementation data with student systems. | | | | X | X | X |
| d. Integrate implementation data with ASD component to align with individual learning plan. | | | | X | X | X |
| e. Develop a plan for assessing the impact of the Lesson Study target groups and analyze related data with the Accountability | | | | X | X | X |

RACE TO THE TOP
LEA FINAL SCOPE OF WORK – EXHIBIT II

| | | | | | | |
|--|--|--|--|---|---|---|
| Department (1.2.1; 1.4.2; 1.4.4; 2.2.1; 3.2.1). | | | | | | |
| f. Participate in annual self-monitoring audits of the district’s implementation of Florida’s Protocol Standards for Professional Development at the District, School, and Educator levels | | | | X | X | X |
| g. Review and revise professional development offerings as indicated. | | | | X | X | X |

| | | | | | | |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| Deliverable (required): 5. A timetable for implementing the evaluation of professional development in the district. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | X | | | | |
| a. ASD Committee will work with CSDC Coordinators to develop a draft timetable for implementing the evaluation component of the Protocol Standards | X | X | | | | |
| b. Committee will solicit input from department professional staff, principals, teachers, and other district staff | X | X | | | | |
| c. Committee will refine and finalize the timetable. | | | X | | | |
| d. Committee will publish the timetable for stakeholders. | | | X | X | X | X |

| | | | | | | |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| Deliverable (required): 6. Annually report evaluation results of the professional development for teachers and principals as part of the review of the district’s professional development plan. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | | X | | | | |
| a. ASD Committee develops components to include on annual report of professional development evaluation results | | X | | | | |
| b. ASD Committee creates a draft annual report of evaluation results. | | X | X | | | |
| c. Committee shares draft annual report with stakeholders requesting feedback. | | | X | | | |
| d. Committee refines and finalizes annual report format based on feedback. | | | X | | | |
| e. Publish annual report of evaluation data for professional development. | | | | X | X | X |

| | | | | | | |
|---|-----------------|-----------------|-----------------|---------|---------|---------|
| Deliverable (required): 7. Submit revisions to the professional | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd | 3 rd | 4 th | | | |

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LEA FINAL SCOPE OF WORK – EXHIBIT II**

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| development system annually, based on the district-determined timetable for implementation. | Quarter | Quarter | Quarter | | | |
| | | | | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. ASD Committee meets with ERP Director to review revisions needed in ELM to meet requirements of Florida’s Protocol Standards for Professional Development and evaluation data. | X | X | X | X | X | X |
| b. ERP Director works with programming team to make needed modification to ELM and evaluation data system. | | | X | X | X | X |
| c. ASD Committee reviews system modifications and annual reports to determine if they meet requirements. | | | X | X | X | X |
| d. Additional programming changes are made as a result of data review. | | | | X | X | X |

| | | | | | | |
|--------------------------------|-------------------------|-------------------------|-------------------------|--------------|--------------|--------------|
| Project Budget Summary: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$0.00 | \$158,712.62 | \$191,051.69 | \$905,015.92 | \$919,134.44 | \$926,648.20 |

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Race to the Top funds will support the development of data system modifications and components that will support the district’s implementation of the Florida Professional Development Protocol System components and the Common Core State Standards. Once these program elements have been created and personnel have been trained on the use and analysis of data within these systems, the district should be able to maintain these components beyond the four year Race to the Top funding window. Additional Race to the Top funds will be needed for Master Teacher for Curriculums who will work to analyze assessments, training implementation and the correlation and impact between professional development and student learning gains. These teachers will work to research best practices in their field, evaluate and align existing professional development opportunities, develop new training opportunities for teachers as indicated in learning plans, and track and analyze implementation of training as well as the impact on student achievement. The foundation for this work will be within the first four years of the grant period, with a training of school-based lesson study teams to sustain these initiatives beyond the Race to the Top grant timeline.

Supporting Narrative (optional):

In 2000, Florida legislation required the development of Individual Professional Development Plans. As a result of this legislation, the Florida Professional Development System evolved and began its first cycle. We are currently in the third cycle of the system and districts are responsible to ensure that professional learning is implemented at the district, school, and educator level and that it is effective in assisting the school community in improving student achievement. To accomplish this, districts must identify and analyze the correlation between professional development and student achievement. Florida Statute Section 1012.98 states that “The purpose of the professional development system is to increase student achievement, enhance classroom instructional strategies that promote rigor and relevance throughout the curriculum, and prepare students for continuing education and he workforce”. The current professional development standards incorporate the expectations of this statute. The revisions to the

**RACE TO THE TOP
LEA FINAL SCOPE OF WORK – EXHIBIT II**

standards over the past years focus on the impact of professional development on classroom teaching and consequently on student achievement. There is also an increased emphasis on relevant and rigorous content for professional learning. This work plan has been developed to support the four stands of professional development: planning, learning, implementing, and evaluating. Through the work of the RTTT Master Teachers of Curriculum, teachers will be trained on the Common Core State Standards, the Lesson Study Process, the role of formative assessments and their impact on classroom instruction, and the implementation of professional development and its correlation to student learning gains.

Title and Page Number of Appendices for this Project (if applicable):

**RACE TO THE TOP
LEA FINAL SCOPE OF WORK – EXHIBIT II**

**Checklist for Professional Development System Revisions under RTTT
(Return with Final Scope of Work)**

| Item from RTTT MOU and corresponding <i>Protocol</i> standards | Page shown in Final Scope of Work |
|--|--|
| 1. Teacher content knowledge with a focus on the common core state standards (aligns with Protocol 1.2.2; 2.2.2; 3.2.2) | 59, 60 |
| 2. Instructional strategies and methods for implementation of the common core state standards (aligns with Protocol 1.2.2; 2.2.2; 3.2.2) | 59, 60 |
| 3. Methods, strategies, and the conceptual background appropriate to differentiating instruction (aligns with Protocol 1.2.3; 2.2.3; 3.3.3) | 58 |
| 4. Use of formative assessment and the principles of lesson study to guide instruction [Ref. MOU criterion (B)(3)2.] (aligns with Protocol 1.2.1; 1.4.2; 1.4.4; 2.2.1; 3.2.1) | 60, 61 |
| 5. Effective use of common planning time to focus on teaching and learning improvements (aligns with Protocol 1.2.6; 2.2.6; 3.2.6) | 58 |
| 6. Teacher and principal use of data systems involving assessment information on student learning (aligns with Protocol 1.4.4; 2.4.4; 3.4.4) | 58 |
| 7. Methods for using student learning data to formulate targets for improvement in IPDP and ILDP (aligns with Protocol 1.1.3; 2.1.5) | 43, 60 |
| 8. Effective beginning teacher support programs based on evaluation data of student learning and teacher performance (aligns with Protocol 1.3.1; 1.3.2; 2.3.2; 3.3.2) | 39, 57 |
| 9. Instructional practices that target high-needs students (aligns with Protocol 1.2.3; 2.2.3; 3.3.3) | 58 |
| 10. Training administrators and other school leaders on methods of classroom observation, feedback and coaching for improvement, and using lesson study and related protocols to focus and support teacher work on improving instructional and assessment practices (aligns with Protocol 3.1.6) | 60 |
| 11. A comprehensive plan to deliver professional development to teachers, principals, and administrators on how to access local instructional improvement and state level data systems for the purpose of improving instruction. [Ref. Section (C), Data Systems] (aligns with Protocol 1.2.5; 2.2.5; 3.2.5) | 60 |
| 12. If the district has schools in the 5% of persistently lowest performing schools and is participating in the Leadership Academy, include the Academy in the plan [Ref. Section (E), Struggling Schools]. | NA |

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LEA FINAL SCOPE OF WORK – EXHIBIT II
Work Plan Table

Project/MOU Criterion: Include Charter Schools in LEA Planning – (F)(2)

Please indicate one LEA point of contact for this Project.
Name: Dr. Greg Adkins
Title: Chief Human Resource Officer
Phone #: (239) 337-8503
E-mail Address: GregAD@leeschools.net

Project Goal: The LEA will offer charter schools located within their district the opportunity to participate in the grant on the same terms as any other district school. Consistent with federal requirements, the LEA will ensure that participating charter schools receive a commensurate share of any grant funds or services funded by the grant. The LEA will provide data and reports necessary for the evaluation of the grant conducted by the Department’s evaluation team and will require charter schools to provide the LEA with the data necessary for such evaluations.

- Deliverables (minimum required evidence):**
1. The LEA will provide documentation of its efforts to engage and include charter schools in discussions of its RTTT efforts. The documentation must include dates, times, and attendees of any and all RTTT meetings with charter schools. (Quarterly as appropriate – whenever discussions are held)
 2. The LEA will provide signed statements from each charter school that they have been fully informed of their opportunity to participate in the RTTT grant, and their decision to participate or opt-out. (Quarterly as appropriate)
 3. The LEA will submit documentation that participating charter schools have been invited to participate in RTTT-funded activities. (Quarterly as appropriate)
 4. The LEA will submit a budget that provides commensurate share of grant funds to participating charter schools. (Quarter 1)
 5. The LEA will submit expenditure reports that demonstrate that participating charter schools have received their commensurate share of funds or services. (Quarter 4)
 6. The LEA will provide a signed agreement from each participating charter school that states that the charter school will provide all necessary data and reports. (Quarter 1)
 7. The LEA will provide documentation that FDOE was notified if any charter school fails to provide the necessary data and reports. (Quarterly as appropriate)

The Key Personnel box below should include both new positions funded through RTTT and existing staff responsible for implementation of this Project. List titles in the first column and indicate each year of involvement with an X.

| Key Personnel by Title: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| Director, Grants & Program Development | X | X | X | X | X | X |
| Secretary, Grants & Program Development | X | X | X | X | X | X |
| Senior Accountant, Financial Accounting | X | X | X | X | X | X |
| Assistant Director, Curriculum & Staff Development Center | X | X | X | X | X | X |
| Teacher on Assignment, Charter School Administration | | X | X | X | X | X |

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The Deliverable box below should list each deliverable and its Supporting Activities. Indicate the year each Deliverable will be accomplished and each Supporting Activity will occur with an X. The box repeats for each additional deliverable as necessary. LEAs are encouraged to propose additional deliverables as appropriate. Deliverables and Supporting Activities should support student achievement targets in Form (A)1.

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 1. The LEA will provide documentation of its efforts to engage and include charter schools in discussions of its RTTT efforts. The documentation must include dates, times, and attendees of any and all RTTT meetings with charter schools. | X | X | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Charter schools will be invited to participate in discussions and meetings about RTTT. | X | X | X | X | X | X |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|--|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 2. The LEA will provide signed statements from each charter school that they have been fully informed of their opportunity to participate in the RTTT grant, and their decision to participate or opt-out. | X | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. Charter schools will be invited to indicate general interest. | X | | | | | |
| b. Charter schools will be invited to sign formal intent to participate. | X | | | | | |

| Deliverable (required): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
|---|----------------------------|----------------------------|----------------------------|---------|---------|---------|
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| 3. The LEA will submit documentation that participating charter schools have been invited to participate in RTTT-funded activities. | X | X | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| a. The LEA will submit documentation of charter school invitations to RTTT activities. | X | X | X | X | X | X |

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LEA FINAL SCOPE OF WORK – EXHIBIT II**

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 4. The LEA will submit a budget that provides commensurate share of grant funds to participating charter schools. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | | | | | |
| a. The LEA will include charter schools in its grant budget proposal. | X | | | | | |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 5. The LEA will submit expenditure reports that demonstrate that participating charter schools have received their commensurate share of funds or services. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | X | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | X | X | X | X | X |
| a. The LEA will submit expenditure reports showing charter school disbursements. | X | X | X | X | X | X |

| | | | | | | |
|--|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 6. The LEA will provide a signed agreement from each participating charter school that states that the charter school will provide all necessary data and reports. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | | | | | |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | | | | | |
| a. Charter schools will be invited to sign formal intent to participate that will include an agreement to provide all necessary data and reports. | X | | | | | |

| | | | | | | |
|---|-------------------------|-------------------------|-------------------------|---------|---------|---------|
| Deliverable (required): 7. The LEA will provide documentation that FDOE was notified if any charter school fails to provide the necessary data and reports. | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | X | X | X | X | X |
| Supporting Activities (indicate each year activity will be conducted and include collective bargaining, if applicable): | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | X | X | X | X | X | X |
| a. The LEA will notify FDOE if any charter schools fail to provide necessary data and reports. | X | X | X | X | X | X |

| | | | | | | |
|--|-------------------------|-------------------------|-------------------------|--------------|--------------|--------------|
| Project Budget Summary by Year: | 2010-11 | | | 2011/12 | 2012/13 | 2013/14 |
| | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | | | |
| | \$109,492.80 | \$22,178.28 | \$22,178.28 | \$235,526.28 | \$236,357.24 | \$237,196.56 |

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LEA FINAL SCOPE OF WORK – EXHIBIT II**

Sustainability Factors: *(short description or list of factors that will contribute to the sustainability of the results of this Project after Race to the Top funding ends)*

Supporting Narrative (optional):

The LEA will seek to improve its partnership with and oversight of its 24 approved charter schools by creating a new teacher on assignment (TOA) position devoted solely to improving charter school communications, school and district contract enforcement, and collaboration in improving teacher quality. This TOA will host regular charter school principal meetings and provide greatly expanded alignment of charter school and LEA operations. The TOA would visit charter schools, meet with charter schools staff about grant operations, and prepare implementation reports for charter school participation in Race to the Top. This TOA would report to the LEA's charter school liaison.

On October 7, Lee emailed its charter schools and on October 8, Lee sent certified letters to its 24 charter schools. The email and letter provided information about district staff involved in each work plan table. A development timeline was presented that included a meeting with charter schools on October 15. On October 13 charter schools were sent a draft of the district work plan tables. This meeting was held to help charter schools better understand what is required by FDOE and discuss the district's work plans. Charter schools were given a deadline of October 27 for charters to opt in or out. Responses were received and verified for all charters except the Learning Place Academy which currently has no students and is having issues related to its charter. Funds have been apportioned based on a per student allocation and will either be distributed directly to charters who have created their own work plans or services will be provided by the district if charters have opted to collaborate with the district. Funds given directly to charters will be allocated at the beginning of each funding year.

| Charter | Opt IN or OUT Electronic Notification | Participation is full or partial |
|---|--|---|
| 1. Bonita Springs Charter School | IN | Partial District Plan |
| 2. Bonita Springs Preparatory & Fitness Academy | OUT | NA |
| 3. Cape Coral Charter School | IN | Partial District Plan |
| 4. Christa McAuliffe Elementary School | OUT | NA |
| 5. City of Cape Coral Charter High School | OUT | NA |
| 6. Coronado High School | IN | Full District Plan |
| 7. Edison Collegiate High School | OUT | NA |
| 8. Fort Myers Preparatory & Fitness Academy | OUT | NA |
| 9. Gateway Charter High School | IN | Partial District Plan |
| 10. Gateway Charter Elementary School | IN | Partial District Plan |
| 11. Gateway Charter Intermediate School | IN | Partial District Plan |
| 12. Goodwill LIFE Academy | OUT | NA |
| 13. The Island School | IN | Full District Plan |
| 14. Learning Place Academy | NO Response | NA |
| 15. Lee Alternative Charter High School | OUT | NA |
| 16. Lee Charter Academy | IN | Full District Plan |
| 17. Lee Charter School of Excellence | OUT | NA |
| 18. Life Skills Center | OUT | NA |
| 19. North Nicholas High School | IN | Full District Plan |
| 20. Oasis Elementary School | OUT | NA |
| 21. Oasis Middle School | OUT | NA |
| 22. Pivot Charter School | OUT | NA |
| 23. Richard Milburn Academy | OUT | NA |
| 24. Six Mile Charter Academy | IN | Partial District Plan |

Title and Page Number of Appendices for this Project (if applicable):

APPENDICES

- A. TALC Contract, including Salary Schedules and Supplements
- B. NCLB Staffing Guidelines for Title I and Non-Title I Schools
- C. TALC and SPALC Assessment Timeline
- D. STEM – Biomedical Services
- E. STEM – Environmental Resource
- F. STEM – Engineering Technology
- G. Mariner High Project Lead the Way
- H. Mariner High Master Schedule
- I. Feedback Crosswalk
- J. Acronyms / Abbreviations

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ARTICLE 1

PARTIES TO AGREEMENT

1 **1.01 - PARTIES:** This Agreement is entered into by and between The School Board of Lee
2 County and The Teachers Association of Lee County in compliance with the provisions of
3 Chapter 447, Florida Statutes, and shall continue in effect as specified in the article on Duration,
4 Acceptance and Reopening of Agreement.

5 **1.02 - CERTIFICATION:** Pursuant to the provisions of Chapter 447, Florida Statutes, The
6 School Board of Lee County recognizes that The Teachers Association of Lee County has been
7 certified by the Florida Public Employees Relations Commission as the sole and exclusive
8 collective bargaining agent for all employees in the union described herein with respect to
9 wages, hours and terms, and conditions of employment (PERC Case No. 8HRC-754-1040,
10 Certification No. 144).

11 **1.03 - BARGAINING UNIT:** Those included in the bargaining unit are: all full-time, certified
12 instructional personnel which term shall include any employee employed in a position requiring
13 a certificate whether or not such employee holds a certificate: including but not limited to: all
14 classroom teachers, media specialists, itinerant instructional personnel, school psychologists,
15 visiting teachers, social workers, school counselors, R.N. school nurses and occupational
16 specialists employed by the employer.

17 **1.04 - EXCLUSIONS:** Those excluded from the bargaining unit are: all other employees
18 including but not limited to: supervisory employees, all managerial/confidential employees,
19 superintendent, associate superintendents, assistant superintendents, principals, assistant
20 principals, deans, full-time directors, assistant directors, open-end contract teachers, consultants
21 and coordinators.

22 **1.05 - DEFINITIONS:**

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

25 **Association:** For the purpose of this Agreement, the term *Teacher* shall mean those persons in
26 the bargaining unit.

27 **Full-Time Teacher:** A teacher who works twenty (20) or more hours per work week.

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

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

1 **Immediate Supervisor:** For the purpose of this Agreement, the term *immediate supervisor* shall
2 mean:

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

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

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

11 **Involuntary Transfer:** A teacher who is transferred from one school building or site to another.

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

14 **Reassignment:** A teacher who is moved within a school.

ARTICLE 2

RIGHTS AND PRIVILEGES OF PARTIES

1 **2.01 - TEACHER RIGHTS:** Nothing contained herein shall be construed to deny or restrict any
2 teacher any rights he/she may have under the Constitution and Laws of the United States and of
3 the State of Florida.

4 **2.02 - MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, the
5 Superintendent, the principals and other administrative personnel of the school system, without
6 limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as
7 conferred upon and vested in them by the Constitution and the Laws and Regulations of the
8 United States and of the State of Florida, and the Policies of The School Board of Lee County,
9 without any such exercise being made the subject of a grievance or arbitration proceeding here-
10 under except as otherwise provided in this Agreement.

11 **2.03 - PUBLIC RECORDS:** Upon receipt of a written request identifying each specific public
12 record desired by the Association, the Board shall make available such public records as defined
13 by Chapter 119, Florida Statutes, to be "Public Records" Inspection. Examination and the cost of
14 duplication of such "Public Records" of the Board shall be in accordance with the provisions of
15 Chapter 119, Florida Statutes.

16 **2.04 - FACILITIES:** When approved as provided by policies of the Board, the Association shall
17 have the privilege of using school facilities and equipment.

18 **2.05 - BOARD AGENDA:** A copy of the agenda for each regular meeting of the Board shall be
19 available to the Association at least 7 days before the Board meeting and a copy of the minutes
20 of such meetings shall be available to the Association after approval by the Board.

21 **2.06 - TEACHER DIRECTORY:** Upon request, the Association shall be provided with ten
22 (10) copies of the current annual teacher directory.

23 **2.07 - BULLETIN BOARDS:** The Association shall have the exclusive privilege as the labor
24 organization for teachers of posting notices of Association meetings and other materials as
25 approved under Provision 2.08 on bulletin board space exclusively assigned to the Association
26 for this purpose by the principal of each school. Such notices shall consist of time, date and place
27 at which a meeting will be held. The Association shall provide a copy of each notice to the
28 principal or his/her designee prior to each meeting.

29 **2.08 - MAILBOXES:** The Association shall have the exclusive privilege as the labor
30 organization for teachers, through its representative, of distributing notices of Association
31 meetings in teacher mailboxes in schools. Such notices shall consist of the time, date and place at
32 which a meeting will be held. In addition to notices of Association meetings, other materials
33 such as Association newsletters, which relate to wages, hours, terms and conditions of
34 employment of teachers, and do not advertise or otherwise promote the interests or cause of any

1 commercial, political or non-school agency, individual or organization, may be distributed in
2 teacher mailboxes in schools. A copy of all materials placed in teacher mailboxes shall be given
3 by the Association to the office of the Superintendent prior to each distribution. The Association
4 shall provide a copy of all materials with a notice for distribution from the Superintendent's
5 office to the principal or his/her designee prior to placement in mailboxes. The Association shall
6 have the use of the intra-school mail service for the delivery of notices of meetings to school
7 centers. This use is contingent upon the Board's receipt of an indemnification agreement from
8 the Association, holding the Board harmless from all fines and attorney's fees resulting from any
9 litigation on this issue. The Association's delivery location shall be the Board's central
10 mailroom. A copy of each notice of Association meeting shall be subject to approval by the
11 Superintendent prior to each distribution.

12 **2.09 - PAYROLL DEDUCTIONS:** Teachers shall have the right to request and be allowed
13 dues and Association Insurance Program deductions provided that dues deduction and the
14 proceeds thereof shall not be allowed if the Association has lost its rights to dues deduction
15 pursuant to Chapter 447, Florida Statutes. Upon receipt of a properly executed authorization card
16 from each teacher involved, on a form approved by the Board, the Board shall deduct from the
17 teacher's paycheck the amount that the teacher has agreed to pay the Association. These
18 deductions shall remain in effect unless such authorization is revoked by the teacher upon thirty
19 (30) days' written notice to the Board and to the Association. Dues deduction authorization cards
20 must be presented to the Payroll Department six (6) work days before the pay period in which
21 the deduction begins. Any teacher who has requested deductions and who leaves the employment
22 of the School District or terminates his/her authorization for payroll deductions shall not be
23 required to pay any further amounts to the Association. Any dispute as to the amount deducted
24 shall be solely between the Association and the teacher involved. The Association and the
25 individual teacher shall hold the School Board harmless for any liability arising from the
26 deductions as certified by the Association. There shall be a charge of five cents (\$.05) per check
27 per member for the above deductions to be paid for by the Association.

28 **2.10 - BUILDING ACCESS:** Designated representatives of the Association shall have the
29 exclusive right as the labor organization for teachers to visit schools to conduct necessary
30 Association business. Immediately upon arrival at any school facility, such representative shall
31 make his/her presence known to the principal or designee and shall indicate the purpose of such
32 business. In no event shall such representative in any way interfere with the instructional
33 program or in any manner interrupt the performance of job responsibilities of any teacher or
34 other District employee. It shall be the right of the principal to determine that such activity does
35 not interfere with the school program.

36 **2.11 - ASSOCIATION LEAVE:** The president of the Association may be granted personal
37 leave for the school year(s) of his/her term of office. Such leave shall be granted with the same
38 privilege and benefits approved with personal leave for other employees.

39 **2.111 -** The president of the Association and/or his/her designee may be allowed to take up to a
40 total of forty (40) days leave per year to conduct necessary Association business provided written
41 request thereof is submitted in advance to the Superintendent. The full cost of the certified
42 substitute rate of pay shall be paid by the Association for each day of Association leave

1 requested when the leave request is processed. No more than ten (10) days may be used by any
2 one person.

3 **2.12 - FACULTY MEETINGS:** Upon request by the Association representative, the building
4 principal will announce during the faculty meeting that the representative will make
5 announcements concerning Association business at the close of the meeting. Attendance during
6 the representative's announcements shall be voluntary.

7 **2.13 - CONSULTATION:** The Association may request a consultation with the Superintendent
8 for the purpose of seeking clarification and improving communication in areas affecting terms or
9 conditions of employment. Such consultation shall be initiated by a written request to the
10 Superintendent. A proposed agenda shall be submitted by the Association at the time of the
11 request. The meeting shall be set at a time that will not require employment of a substitute.

ARTICLE 3

NEGOTIATION PROCEDURE

1 **3.01 - MEETING PLACE, TIME, AND AGENDA:** The meeting place, time and agenda for
2 each collective bargaining session shall be as agreed upon by the Superintendent and the
3 Association's designated representative.

4 **3.02 - TENTATIVE AGREEMENTS:** Articles tentatively agreed upon at the table shall be
5 signed by both parties.

6 **3.03 - SUCCESSOR AGREEMENT:** The length of this contract is one (1) year (2009-2010).
7 The parties agree to commence negotiations for a successor agreement no later than March 1,
8 2010. The parties agree to use the Interest Based process. The Labor/Management Committee
9 shall meet in February 2010 to determine the design, training and schedule for bargaining.
10 Bargaining Unit team members shall receive temporary duty leave as required for these
11 purposes.

12 **3.04 - RATIFICATION:** No final agreement between the parties may be executed without
13 ratification by a majority of the Board and by a majority of those voting from the bargaining unit.
14 Within fifteen (15) days following tentative agreement between the negotiating teams, the
15 Association shall submit the full agreement to the members of the bargaining unit for ratification
16 or rejection. The Superintendent shall promptly submit the full agreement to the Board for
17 consideration and ratification or rejection.

18 **3.05 - PROCEDURE IN CASE OF NONRATIFICATION:** Should either the bargaining unit
19 or Board membership not ratify the tentative agreement, meetings between the negotiating teams
20 must be convened within twenty (20) days. This section shall not apply if impasse is invoked.

21 **3.06 - IMPASSE:** Impasse may occur only as provided for in Chapter 447, Florida Statutes.

ARTICLE 4

GRIEVANCE PROCEDURE

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

4 **4.02 - REPRESENTATION:** All members within the bargaining unit may have the right to be
5 represented by the Association in the determination of a grievance. Nothing herein shall be
6 construed to mandate Association representation of a bargaining unit member who is not also a
7 member of the Association. However, nothing in this part shall be construed to prevent any
8 member of the bargaining unit from presenting his/her own grievance in person or by legal
9 counsel and having such grievance adjusted without the intervention of the bargaining agent if
10 the adjustment is not inconsistent with the terms of this Agreement, and if the Association has
11 been given the opportunity to be present at any meeting called for the resolution of such
12 grievances.

13 **4.03 - DEFINITION (Immediate Supervisor):** For the purpose of administering the grievance
14 procedure, the term immediate supervisor is defined as follows:

15 **4.031:** In any school, the immediate supervisor is deemed to be the building principal or acting
16 principal in his/her absence.

17 **4.032:** In the case of a teacher serving more than one school, the immediate supervisor shall be
18 deemed to be the principal(s) with whom the grievance has been filed.

19 **4.033:** In the case of a member of the bargaining unit not assigned to an individual school, the
20 immediate supervisor is deemed to be the coordinator or the director by whom the teacher is
21 evaluated.

22 **4.04 - WITHDRAWAL OF GRIEVANCE:** A grievance may be withdrawn by the grievant at
23 any time and at any step of this procedure provided; however, that same grievance may not be
24 filed a second time by the same party.

25 **4.05 - WORKING DAYS:** For the purpose of this grievance procedure, working days are
26 defined as those days, Monday through Friday, exclusive of holidays as provided by the
27 instructional personnel and county staff calendars of The School Board of Lee County.

28 **4.06 - DATE OF DISPOSITION:** The date of disposition shall be the date on which the
29 supervisor delivers the disposition to the grievant or the date of postmark in those instances
30 where delivery is by U.S. Mail.

31 **4.07 - INFORMAL GRIEVANCE PROCEDURE:** In the event that a teacher believes that
32 there is a basis for a grievance, he/she shall, within ten (10) working days of the alleged
33 violation, or within ten (10) working days of the date of the teacher's proven knowledge of such

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

11 **4.08 - FORMAL GRIEVANCE PROCEDURES:**

12 **Step I:**

13 A copy of the grievance shall be forwarded by the grievant to the Superintendent and to the
14 Association at the same time the grievance is filed with the immediate supervisor. The
15 immediate supervisor shall meet with the grievant and his/her legal counsel or Association
16 representative if the grievant so chooses, and attempt to resolve the grievance. Such meeting will
17 require at least three (3) working days' notice and shall be held within ten (10) working days of
18 the date of filing of the formal grievance. The immediate supervisor shall indicate the disposition
19 of the grievance in writing within seven (7) working days of such meeting and shall furnish a
20 copy thereof to the grievant, the Superintendent, and to the Association. If the grievant is not
21 satisfied with the disposition of the grievance, or if no disposition has been made within the time
22 limits as provided in Step I, the grievant may submit his/her grievance, as filed in Step I, to the
23 Superintendent within ten (10) working days of the date of disposition or the expiration of time
24 limits for a disposition.

25 **Step II:**

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

35 **Voluntary Mediation:** The parties agree to submit, when all parties to the grievance agree, any
36 unresolved issues following Step II to voluntary mediation pursuant to the American Arbitration
37 Association's (AAA) Grievance Mediation Procedures prior to initiating Step III of the grievance
38 process as set forth below. When the parties submit a grievance to mediation the timelines are
39 waived so long as the agreement to submit the grievance to mediation occurs prior to the
40 timelines spelled out in Step III below. No decisions reached during mediation are binding on

1 the parties unless the agreement is reduced to writing and signed by both parties. In the event
2 that mediation is not successful in resolving the dispute, the matter may proceed to Step III.

3 **Step III:**

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

15 **4.09 - EXPENSES:** Each party shall bear its own expenses in connection with arbitration and
16 mediation; provided, however, the Association shall share equally with the Board only those fees
17 and expenses of the arbitrator and witnesses called by the arbitrator.

18 **4.10 - EXTENSION OF TIME LIMITS:** The time limits provided in this article may be
19 extended by written agreement between the grievant, the Association, and the Board. Whenever
20 illness or any other incapacity of the grievant prevents attendance at any grievance meeting, the
21 time limits shall be extended to such time that the grievant can be present.

22 **4.11 - MISCELLANEOUS:**

23 **4.111 – GRIEVANCE ADJUSTMENTS:** Adjustment of any grievance described herein shall
24 not be inconsistent with the provisions of this Agreement.

25 **4.112 – RIGHTS GUARANTEED BY LAW:** Nothing contained in the grievance procedure
26 shall be construed to deny the Board, the Superintendent, the Association or any teacher the
27 rights guaranteed to them under the laws of the State of Florida or the United States of America.

28 **4.113 – MEETINGS-PRIVACY:** All meetings and hearings under the grievance procedure
29 shall be held in private and shall include only such parties with an interest, their representatives,
30 and witnesses as necessary.

31 **4.114 – RELEASE FROM WORK:** All grievances shall be processed during times which do
32 not interfere with or cause interruption of a grievant’s work responsibilities, provided, however,
33 release time without loss of pay may be granted to teachers whose attendance is required when
34 grievance meetings are held during work hours.

35 **4.115 – RESPONSIBILITIES DURING GRIEVANCE PROCESSING:** The filing of a
36 grievance shall in no way interfere with the right of the Board to proceed to carry out its

1 management responsibilities, subject to the final resolution of the grievance. The teacher shall
2 abide by the management decision involved in any grievance, prior to and during the time the
3 grievance has been filed and shall not discontinue his/her duties prior to and during the time a
4 grievance is being processed.

5 **4.116 – GRIEVANCE RECORDS:** All official records of the processing of a grievance shall
6 be confidential and be filed separately from the personnel file of grievant.

7 **4.117 – TIME LIMITS:** Failure of the grievant to proceed with a grievance within the time
8 limit herein provided shall bar the grievant from any further right to pursue that grievance.

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

14 **4.119 – GRIEVANCE FORMS:** Standard forms (see Appendix) shall be made available to
15 members of the bargaining unit and representatives of the Association upon request.

16 **4.12 – WAIVER OF STEPS:** By mutual agreement, the parties may waive Step I and Step II.

ARTICLE 5

TEACHING CONDITIONS

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

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

7 (b) The length of the instructional period each day will be determined by the individual
8 school’s master schedule. When a teacher and the District mutually agree that the
9 teacher will teach through the teacher’s planning period, the teacher’s work day will be
10 extended by an amount equal to the instructional period. The teacher will be
11 compensated at the teacher’s regular hourly rate. The District shall advertise such
12 extra time/extra pay opportunities and shall report such arrangements to TALC.
13 Teachers shall have planning/conference time totaling not less than sixty (60) minutes
14 per day or the equivalent on a weekly basis to include a minimum of forty (40)
15 continuous minutes per teacher per day except in those cases as referenced in 5.01(d)
16 and 5.03. Such time shall be used for lesson preparation and for meeting other job
17 description responsibilities; therefore, the scheduling of meetings and other similar
18 functions shall be limited to two per month.

19 (c) In case where a work site/school is unable to comply with or requests a change in
20 language pertaining to the teacher daily planning time, the work site/school staff will
21 develop a plan to insure teachers receive the three hundred (300) minute weekly
22 minimum based on a regular five day work week. This plan must be submitted as a
23 waiver and reviewed and approved by the waiver review committee per Article 16.06.

24 (d) Fulfillment of performance responsibilities as defined by the Board’s job description
25 for teachers shall be made available upon request to the individual supervisor.

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

33 (f) The parties agree that teachers are professionals and have responsibilities, which may
34 require the teacher’s attendance and/or participation beyond the normal work day.
35 Prior to the beginning of each semester a school calendar will be jointly developed by
36 school administrators and teacher representatives to include but not limited to the

1 TALC representative. Activities such as faculty meetings or other official school-
2 related events are examples of such responsibilities. When attendance at such meetings
3 or activities is required, the principal will notify in writing the affected teachers of the
4 schedule and any alterations necessary to the teacher's work schedule. Every
5 reasonable effort will be made by school administrators to minimize required
6 attendance by teachers beyond the regular work day. Parent/teacher conferences
7 scheduled outside of the regular work day shall be scheduled with the teacher.

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

18 **5.02 - TEACHER PREPARATION:** For purposes of this section, the following definitions
19 shall apply:

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

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

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

1 **5.04 - PHYSICAL FACILITIES:** The Board shall involve teachers in the preparation of
2 educational specifications for school facilities. The specifications shall be used in the planning
3 and construction of new facilities and in the planning of additions or the remodeling of existing
4 facilities. These specifications will be used, at the discretion of the Board. Such specifications
5 may include:

- 6 (a) teaching room/station for each teacher commensurate with the design capacity of the
7 school;
- 8 (b) teacher dining area;
- 9 (c) teacher preparation/rest areas and furnishings;
- 10 (d) adult rest room facilities;
- 11 (e) conference rooms;
- 12 (f) climate control;
- 13 (g) designated employee parking area;
- 14 (h) instructional equipment;
- 15 (i) chalk boards and tack board areas;
- 16 (j) building and grounds safety and security provisions;
- 17 (k) custodial and maintenance provisions;
- 18 (l) acoustical control.

19 **5.041 -** Each teacher shall have a securable storage space for teaching materials and equipment.

20 **5.042 - SAFE CONDITIONS:** Adequate, clean, safe and sanitary working conditions shall be
21 provided for all employees. No employee shall be required to work in unsafe conditions or
22 perform tasks which endanger health and safety. The site supervisor or principal shall, in
23 consultation with the Director of Insurance and Benefits Management, whenever possible, make
24 an initial determination as to whether an unsafe working condition exists.

25 **5.043 - REPORTING OF UNSAFE CONDITIONS:** An employee who becomes aware of an
26 unsafe working condition shall immediately report the situation to his/her supervisor. A safety
27 deficiency form shall be provided to employees either by electronic file or by hardcopy for
28 reporting purposes. The supervisor shall investigate and initiate whatever corrective action
29 he/she deems appropriate with consultation and notice given to the department responsible for
30 Safety. If the employee believes that the condition has not been corrected, he/she may report it
31 to the Safety Committee in writing on the Safety Deficiency Form. All hard copies of the Safety
32 Deficiency Form shall be directed to the department responsible for Safety.

33 **5.044 – DISTRICT SAFETY COMMITTEE:** The joint committee shall consist of sixteen (16)
34 members, eight (8) of whom shall be appointed by the Superintendent, including the Chairman,
35 and eight (8) of whom shall be appointed by the Associations, representing all affected
36 bargaining units. The District Safety Committee shall meet on a schedule established by the
37 District Safety Committee members. The joint committee shall review district safety and
38 unresolved site safety issues. Recommendations shall be forwarded to the Superintendent and
39 District Labor Management Committee by the District Safety Committee chairperson.

1 **5.05 - GRADES:** Each teacher is responsible for assigning grades for his/her students and
2 turning them in to his/her principal. No grade will be altered or cause to be altered without
3 consultation, where possible, with the teacher who assigned the grade. Such consultation shall be
4 for the purpose of reviewing the teacher's justification of the assigned grade. In each case, the
5 decision of the principal shall, upon appeal by the teacher, be reviewed by the Superintendent
6 and his/her decision shall be final. If a change is made, the record will reflect that the change was
7 made by the Superintendent, principal or designee.

8 **5.06 - GRADE-LEVEL AND DEPARTMENT CHAIRPERSON:** Each opening for the
9 position of grade level, department chairpersons or team leader shall be
10 announced prior to filling the position. Teachers within the department, team or grade level shall
11 make recommendations to the principal on persons to serve as grade level, department
12 chairpersons or team leader. First consideration shall be given to persons who are recommended
13 by their department, grade level or team. The principal shall make the final determination in
14 filling such vacancies and shall notify all applicants of his/her decision prior to the end of the
15 student school year. No department head, grade level chairperson or team leader shall be
16 required to evaluate, in writing, other bargaining unit personnel.

17 **5.07 - MILEAGE:** Teachers required to travel as part of their regularly assigned responsibilities
18 shall receive mileage reimbursement when such has been approved by the Superintendent prior
19 to the assignment.

20 **5.08 - INTERRUPTIONS:** Assemblies, testing programs, and other school activities, which
21 disrupt normal classroom instruction, shall be rotated whenever possible so that the same classes
22 are not continually affected. Classes shall be free of unnecessary interruptions by use of the
23 intercommunications systems. Visitation to classrooms by non-employees shall be approved by
24 the supervisor. Whenever possible, affected employees shall be informed in advance.

25 **5.09 - ADMINISTRATIVE DUTY:** In schools that do not have an assistant principal or second
26 administrator, a teacher shall be designated to perform administrative duties. Teachers may
27 volunteer but shall not be required to assume administrative duties in the absence of the principal
28 or other immediate supervisor.

29 **5.10 – TOBACCO/SMOKE-FREE CAMPUSES:** Campuses shall be tobacco/smoke-free at
30 all times.

ARTICLE 6

TEACHER AUTHORITY AND PROTECTION

1 **6.01** - The teacher's responsibility for the control and direction of students shall be exercised
2 throughout the campus of each school and is not limited to a specific group of children or
3 classroom. When in the judgment of the teacher a student requires the attention of the principal
4 or other school or District staff specialist, the teacher shall so inform the principal or his/her
5 designee on the appropriate school form. When administrative assistance is provided, the teacher
6 shall receive a written statement of the specific action taken within five (5) days. Individual
7 records of student discipline, where available, will be accessible to teachers as an aid for
8 determining disciplinary recommendations concerning particular students.

9 **6.02 - TEACHER PROTECTION:** The Board assures teachers of its support when teachers
10 have followed the laws and regulations of the State pursuant to Section 1003.32 (j), Florida
11 Statutes and the policies of the Board in carrying out their responsibility for maintaining good
12 discipline. A teacher shall impose classroom discipline in accordance with Board policy and
13 administrative direction and when necessary to protect himself or herself or others from injury.

14 **6.021** - Any case of assault upon a teacher which occurs in the line of duty shall promptly be
15 reported to the principal. The Board shall provide legal advice to the teacher concerning his/her
16 rights and obligations with respect to such assault, and its legal assistance to the teacher in
17 connection with handling of the incident by law enforcement and judicial authorities. In such
18 event, the following shall apply:

19 (a) Time for appearance before a judicial body or legal authority shall result in no loss of
20 salary or reduction of accumulated leave.

21 (b) Where a teacher is found guilty of a criminal charge related to the incident by a court
22 of competent jurisdiction, the Board shall be immediately released from further
23 responsibility to the teacher.

24 (c) In the case of injury occurring under such circumstances, the teacher shall provide a
25 written statement from a licensed medical physician regarding the extent and nature of
26 injuries sustained. A teacher shall be entitled to Illness or Injury In-Line-Of-Duty
27 Leave as provided by 1012.63, F.S., and Provision 11.0202 of this Agreement. After
28 ten (10) work days, the teacher shall receive the salary difference between Workers'
29 Compensation and regular salary under emergency sick leave status, for such term and
30 under such conditions as the Board shall deem appropriate after medical consultation.

31 **6.022** - Should a complaint be made by a parent/guardian, student or other individual which may
32 result in disciplinary action against a teacher, the teacher shall be notified of the complaint in
33 writing, and given an opportunity to be heard by an appropriate administrator prior to the taking
34 of such action. Such notice shall include a copy of any written complaint(s) and/or the summary
35 of incidents surrounding the complaint including the name of the person or persons making the
36 complaint and the nature of the complaint. During this period, there shall be no record of said

1 complaint placed in the teacher's personnel file. Prior notice is waived where evidence available
2 to the Superintendent indicates that the presence of the teacher may be detrimental to the well-
3 being of students or the learning process. Upon request to the principal or other immediate
4 supervisor, a teacher shall have the right of representation during investigatory meetings,
5 conferences, and/or interviews which may lead to disciplinary action. Nothing herein is intended
6 to preclude the administrator's right to conduct a thorough and impartial investigation.

7 **6.023** - The contractual status of a teacher who was initially employed in the District prior to
8 July 1, 1984, and a teacher on continuing contract as of July 1, 1984, shall be covered by Florida
9 Statutes 1012.33 as it existed prior to July 1, 1984, and the provisions of the Agreement. Such
10 teacher's rights shall neither be enhanced nor diminished by the revisions of Florida
11 Statutes 1012.33 which became effective July 1, 1984. The contractual status of a teacher whose
12 initial employment in the District begins on or after July 1, 1984, shall be governed by the
13 revisions of Florida Statutes 1012.33 which became effective July 1, 1984, and the provisions of
14 this Agreement.

15 **6.024** - Any discipline of a teacher including reprimand, disciplinary suspension, or demotion
16 while under a teaching contract or supplemental contract shall be only for just cause.
17 Terminations and suspension for the purpose of investigation of charges which might lead to
18 termination shall be only for just cause as defined in Florida Statutes 1012.33 and shall not be
19 subject to the grievance procedure. The process for suspension without pay or termination shall
20 be governed by School Board Policy 1.16. The decision of the District not to renew an annual
21 contract employee shall not be subject to this section.

22 **6.025** - The Board shall reimburse each teacher if either of the following occurs while the teacher
23 is discharging his/her duties in accordance with his/her job description:

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

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

ARTICLE 7

NONDISCRIMINATION

1 **7.01 - NONDISCRIMINATION:** The Board and the Association agree that the provisions of
2 this Agreement shall be applied to all teachers without discrimination on the basis of religion,
3 age, sex, sexual orientation, marital status, disability if otherwise qualified, race, color, creed,
4 national or ethnic origin or any other unlawful factor.

ARTICLE 8

SENIORITY

1 **8.01** - Seniority is the total number of good years (one day more than half) of instructional
2 experience in Lee County School District while on annual, continuing or professional service
3 contract. However, continuing or professional service contract teachers are considered to have
4 seniority over any annual contract teacher regardless of the total years of service in the District.
5 Authorized leave of absence, open-end or substitute teaching experience does not count toward
6 seniority. Administrative experience in the District shall count toward seniority provided said
7 experience occurred after the teacher attained three years seniority in the bargaining unit, and
8 said teacher returned to the bargaining unit prior to July 1, 1991. Any tie in seniority between
9 teachers shall be broken by counting the days of experience on open-end, temporary or interim
10 contract rather than years. If a tie still exists, the tie shall be broken by drawing lots. Members of
11 the association may be present to observe the lottery process.

12 Teachers lose their seniority as a result of the following:

- 13 (a) termination;
- 14 (b) retirement;
- 15 (c) resignation;
- 16 (d) layoff exceeding two (2) years or exceeding the individual's length of service,
17 whichever is less.

18 **8.02** - The District shall develop and maintain a seniority list based on the continuous years of
19 service to the District while on annual, continuing or professional service contract. The list shall
20 include the hire date which shall be the first day of duty under annual, continuing or professional
21 service contract, all areas of certification and racial data. A copy of the list shall be available at
22 each work site and provided to the Association by March 1 of each year. Teachers shall have
23 access to the seniority list upon request to the principal or immediate supervisor.

ARTICLE 9

GENERAL EMPLOYMENT PRACTICES

1 **9.01 - VOLUNTARY TRANSFER TO ANOTHER SCHOOL:**

- 2 (a) A transfer is a change from one school or work site to another. A reassignment at the
3 same school or site is not a transfer.
- 4 (b) All transfer applicants for a specific position shall be notified in writing as to
5 disposition of each transfer request.
- 6 (c) Three weeks prior to the first teacher work-day of the 196-day calendar will be the
7 normal cutoff date for voluntary transfer. After the normal cut off date, voluntary
8 transfers will be allowed under one or more of the following conditions:
9 1) The principals from the sending and receiving schools agree to the transfer.
10 2) If the principals do not agree to a voluntary transfer the principals may appeal to
11 the Superintendent, or designee, for a final decision regarding the transfer
12 disposition.
13 3) The teacher is transferring from a position in which the teacher is out-of-field to a
14 position that the teacher would be considered in-field.
15 4) The teacher is transferring from a position to which the teacher was involuntarily
16 transferred. A teacher may transfer from an involuntary transfer assignment
17 within a period of twenty-four (24) months from the start of the involuntary
18 transfer assignment.
19 5) To avoid an involuntary transfer.
- 20 (d) Appropriate certification coverage shall be considered in the approval of transfer
21 requests.

22 **9.02 - INVOLUNTARY TRANSFER TO ANOTHER SCHOOL:**

- 23 (a) Transfers shall be made on a voluntary basis, whenever possible; however, correct and
24 proper operation of the School District may require that involuntary transfers be made.
- 25 (b) Teacher qualification requirements as defined by state and federal law shall be
26 considered in all involuntary transfer decisions. No involuntary transfer that would
27 result in a violation of state or federal law will be approved.
- 28 (c) Involuntary transfers may be made in the event of a school closing, reconstituted
29 schools, state mandated restructuring, new schools, or magnet schools.
- 30 (d) The criteria for involuntary transfers will be developed by the Labor Management
31 Committee prior to involuntary transfers being decided pursuant to (b) above.

- 1 (e) Involuntary transfers may be made to achieve a reduction in the number of teachers
2 assigned to a school or program. Teachers selected for involuntary transfer shall be
3 those with the least District seniority at the work site who hold certification in the
4 reduced area and are assigned to teach at least 50% of the work day in the program
5 being reduced.
- 6 (f) A written outline of school needs will be compiled by the principal prior to any
7 involuntary transfer decision.
- 8 (g) When surplus occurs, employees shall be given an opportunity to volunteer, prior to
9 determining involuntary transfers.
- 10 (h) A list of teachers to be involuntarily transferred will be compiled by the Personnel
11 Department. Vacancy information shall be provided to these employees. Thereafter,
12 employees shall indicate the positions, in order of preference, such as location/subject
13 which they desire.
- 14 (i) If there is no vacancy in the teacher's area of certification, the teacher shall be placed
15 in the position of the least senior teacher with the appropriate area of certification and
16 teaching assignment. In no event shall an involuntary transfer teacher replace a teacher
17 who has greater seniority. The teacher of second seniority ranking in a certification
18 area shall be placed next, and so on until the teacher is placed.
- 19 (j) Every effort will be made to apply the principles of involuntary transfer to magnet
20 schools and new schools; however, due to the special circumstances of these schools,
21 final decisions shall be made on the basis of instructional requirements and student
22 needs as determined by the Labor/Management Committee.
- 23 (k) The parties of this agreement are committed to the goal of improving racial balance in
24 the staffing of the schools of the District. Every reasonable effort will be made
25 through hiring and attrition to improve the racial balance prior to any involuntary
26 transfer.
- 27 (l) Upon appeal, the Labor/Management Committee may reverse an involuntary
28 transfer decision.

29 **9.03 - EXCEPTIONS TO THE INVOLUNTARY TRANSFER PROVISION:** The
30 Provisions in 9.02 and 9.05 shall be implemented as described herein unless an instructional or
31 student need is identified. The Superintendent (and only the Superintendent) shall determine if a
32 decision contrary to these provisions is in the best interest of the District. If a Reduction In Force
33 occurs, the TALC President will review exceptions to Provisions 9.02 and 9.05 with the
34 Superintendent prior to this determination. A copy of the Principal's or Supervisor's
35 recommendation to the Superintendent for exemptions from Provisions 9.02 and 9.05 shall be
36 provided to any affected teachers and the Association at the time the recommendation is
37 submitted to the Superintendent. The Superintendent shall notify all teachers affected by the
38 determination in writing in accordance with the Instructional Staffing Calendar and Guidelines.

1 The District will make a good faith effort to place a Professional Service Contract or Continuing
2 Contract teacher who has been impacted by an exception to the involuntary transfer provision.

3 **9.04 - REDUCTION IN FORCE:** In the event that a reduction in force becomes necessary due
4 to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by
5 the Board, the following provisions shall apply:

6 **9.041 -** The Board shall determine the specific work locations and/or special programs and areas
7 of certification within which positions are to be eliminated. Once the specific areas of
8 certification and/or positions have been determined, reductions shall be made on a countywide
9 basis and shall be based upon countywide seniority and certification as further defined in this
10 section.

11 **9.042 -** For the purpose of reduction in force at the elementary level there shall be considered to
12 be two areas of certification: early childhood to include pre-kindergarten/kindergarten and
13 elementary (grades 1-5).

14 **9.043 -** In the middle and high schools, areas of certification shall be deemed to be the areas for
15 which the employee holds certification. No teacher assignment that would result in a violation of
16 state or federal law will be approved.

17 **9.044 -** In Exceptional Student Education, consideration will also be given to experience in
18 working with the profoundly or the moderately handicapped.

19 **9.045 -** Once specific positions and/or areas of certification and levels have been identified by
20 the Board, a reduction in force shall be made on a countywide basis as follows:

21 (a) Employees holding temporary and/or provisional certification will be the first reduced.

22 (b) Annual contract employees who hold a professional teaching certificate will be the
23 next reduced.

24 (c) Continuing/professional service contract employees will be the last reduced.

25 (d) With each of items sub a-c, reduction shall be made such that persons in those areas
26 having the least seniority will be the first released. Further reductions at each level
27 shall be in ascending order of seniority.

28 (e) Any employee whose job is to be eliminated by a countywide reduction in force shall
29 be notified of such by certified mail.

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

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

6 **9.046** – Teacher assignments that result from a reduction in force shall comply with the teacher
7 qualification requirements as defined in state and federal law. No teacher assignments that
8 would result in a violation of state or federal law will be approved.

9 **9.05 - RECALL FOLLOWING REDUCTION IN FORCE:**

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

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

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

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

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

24 **9.06 - TENTATIVE ASSIGNMENTS AND CHANGES IN TENTATIVE ASSIGNMENTS:**

25 Each teacher shall be given a tentative teaching assignment in writing for the next school year
26 prior to the last day of duty for the current year. This shall consist of the school and grade level
27 for elementary; school, grade level and department for middle school; and school and department
28 for high school to which the teacher is assigned. Every effort will be made to include course code
29 number(s) and course title(s) for middle and high school teachers. In any event, middle and high
30 school teachers will be notified in writing as soon as possible and not later than August 1 of their
31 assignment by course number(s) and course title(s). Any teacher who desires a change in grade
32 level and/or subject assignment shall file a written statement of this desire with the principal. No
33 changes in the tentative assignment shall be made without attempts to arrange a prior conference
34 with the teacher to provide rationale for the change and to address concerns of the teacher
35 regarding the change. If a conference is not possible, the rationale for the change shall be
36 submitted in writing to the teacher as soon as practicable prior to implementation of the change.

1 **9.061 – REQUEST FOR SUPPORT AND ASSISTANCE FOR NEW ASSIGNMENTS:**

2 Any teacher assigned to a new grade level or course may request in writing support and
3 assistance deemed by the teacher to be necessary for success in the new assignment. The
4 principal or designee shall consider the request and shall provide written recommendations
5 relating to the request.

6 **9.062- REASSIGNMENTS:** If a teacher is to be reassigned to a position which is a different
7 subject area or grade level than their current assignment (or from their assignment in the
8 previous school year) or a position permitting any area of certification, the teacher must be
9 afforded a conference with the Principal or designee to discuss the new assignment. The teacher
10 may bring a representative with them to the conference.

11 If a Principal proposes to assign a teacher during the school year to a newly created position
12 resulting from student needs or program changes, the position will be posted first for internal
13 school applicants.

14 **9.07 - ADVERTISING AND FILLING VACANCIES:** Teacher vacancies will be published
15 weekly by the Personnel Department during the regular school year. A vacancy shall exist when
16 a person is sought to fill a full-time position which has been identified by the Personnel
17 Department. The notice of vacancies shall list the position, location, and qualifications including
18 certification coverage for those positions, and deadline date for application. The notice of
19 vacancies shall be sent to the Association. During the summer, teachers may dial the appropriate
20 School Board number which provides a tape recorded listing of current instructional vacancies or
21 obtain a list via the online Employment Opportunities.

22 **9.071 – EVENING SCHOOL:** Vacancies anticipated for evening high school diploma and
23 vocational programs, and academic programs in the community school programs, shall be
24 published in the District newsletter prior to the beginning of each semester or summer term.

25 **9.072 – SUPPLEMENTAL ACADEMIC, NON-ACADEMIC, AND/OR CREDIT**
26 **COURSE ASSIGNMENTS:** In the selection and assignment of teachers to the District
27 academic, non-academic, and/or credit course programs and activities which occur beyond the
28 normal 196 day teacher work year and/or the normal 7-1/2 hour work day the following
29 procedures will apply:

- 30 (a) A listing of anticipated openings with instructions for submitting applications for such
31 openings, including any pertinent information regarding the positions, shall be posted
32 at each school site at which openings are expected to occur unless all teachers at a
33 particular school have already been assigned to work beyond the normal 196 day work
34 year and/or the normal 7-1/2 hour work day.
- 35 (b) Any position which is not filled by a teacher at the school having the openings shall be
36 advertised in the District newsletter along with any pertinent information regarding the
37 position(s).

- 1 (c) Teachers submitting applications will be notified of the disposition of the teacher’s
2 application as soon as the final determination is made as to assignments and/or
3 selection.
- 4 (d) Teachers selected for Supplemental Academic and/or Credit Course Assignments shall
5 be paid at the teacher’s hourly rate as reflected on the then current salary schedule.
- 6 (e) Teachers selected for non-fee based Supplemental Non-Academic assignments shall be
7 paid at the rate of \$20 per hour.
- 8 (f) The principal advertising the position shall determine whether or not the program or
9 activity is academic or non-academic, and shall make such determination within the
10 following guidelines:
- 11 1) Non-fee-based supplemental programs or activities are considered academic in
12 nature when the program or activity is directly in support of the goals of adopted
13 School Improvement Plan; directly related to assisting students enrolled in credit
14 courses within or outside of the school day; intended to demonstrate improvement
15 towards student mastery of those Sunshine State Standards measured on the
16 Florida Comprehensive Assessment Test; or specifically required by individual
17 education plans or academic improvement plans.
- 18 2) All other non-fee-based supplemental programs or activities not specified in
19 Provision 9.073 or (see Appendix) of this agreement are considered non-academic
20 in nature.
- 21 (g) Teachers assigned to non-fee based supplemental academic, non-academic, and/or
22 credit course assignments may continue in those positions through the end of the
23 school year or until the advertised end of the position assignment, so long as
24 performance is satisfactory. In the event that a program ends prior to the end of the
25 school year teachers may be assigned to another program only if a vacancy exists.

26 **9.0721 – SUMMER SCHOOL/EXTENDED SCHOOL YEAR:**

- 27 (a) Applicants must complete an online instructional or support application to be
28 considered for extended school year (ESY)/summer school employment.
- 29 (b) Applicants shall indicate extended school year/summer school site preference in the
30 “employment preferences” section of the online application. Applicants may indicate
31 multiple site preferences or choose an option for any site preference.
- 32 (c) Applicants must comply with District certification requirements in the assigned subject
33 area. A list of qualified applicants for each location and job will be accessible via the
34 WinOcular online Internet Principal Query or the Online File Request System. Each
35 job will be assigned a Position ID Number.
- 36 (d) Filling positions for extended school year/summer school must be in accordance with
37 provision 9.076. When filling positions the following guidelines are also
38 recommended:

- 1) Any continuing contract/professional service contract teacher holding the appropriate certification shall be given first consideration. The official certification and contract status for each teacher will be found on the district-wide seniority list.
 - 2) After considering contract status, staff normally assigned from the extended school year/summer school center or a feeder school for that extended school year/summer school site shall be given priority due to familiarity with the student population.
 - 3) Seniority.
- (e) Summer School and Extended Year is a continuation of the previous year, therefore, Summer School and Extended Year staff will be paid the same pay step they earned during the preceding school year.
- (f) Teachers must have ESOL endorsement, ESOL K-12 certification or Board approval to teach ESOL out-of-field if they are the primary deliverer of language arts instruction to LEP students. ESOL-endorsed or ESOL K-12 certified teachers are indicated on the district-wide seniority list with “1E1016” or “161016” under the “CERT” column.
- (g) Middle school teachers are selected by middle school principals. Principals will work together to staff summer sites.

9.073 – SUPPLEMENTAL POSITIONS: Those supplemental positions designated on the salary schedule as countywide shall be advertised in the Employment Opportunities 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: school counselor, agriculture teacher, school social worker, exceptional student education teacher, speech-language pathologist, detention center teacher, school psychologist, ROTC, curriculum/technology specialist (elementary), teacher on special assignment, environmental education center resources teacher and those supplements defined in 9.074.

9.074 - Supplements for high school band director, assistant band director, associate band instructor, athletic director, and seasonal athletic supplements including cheerleading and middle school intramural sports, shall be initiated when the season begins and shall be prorated for the remainder of the school year. Upon completion of the 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.

1 **9.075 – ADMINISTRATIVE POSITION OPPORTUNITIES:** Opportunities for Admin-
2 istrative positions shall be published at least twice annually in the notice of vacancies. During the
3 summer, opportunities for administrative positions will be available via telephone recording.

4 **9.076 – FILLING POSITION:** Any application for an advertised vacancy received by the
5 Personnel Department from a Lee County teacher shall be reviewed by the appropriate principal
6 or supervisor prior to recommending an applicant to fill the position. Except in such
7 circumstances as approved by the Superintendent, a vacancy will not be filled with other than an
8 interim appointee for at least five (5) working days after the publishing date of the District
9 newsletter listing the vacancy. Any continuing contract/professional service contract teacher
10 holding the appropriate certification shall be given first consideration in the staffing of teaching
11 vacancies. Teacher applicants in the District assigned to a grade level or subject area outside the
12 scope of their teaching certification shall be given first consideration for openings within the
13 subject or field of their certification.

14 **9.077 - NOTIFICATION:** Teachers who have made written application to fill an advertised
15 vacancy, including a summer or evening school, shall be notified in writing of the action of the
16 Board in filling such vacancy.

17 **9.08 - PHYSICAL EXAMINATIONS:** This Article is intended to comply with the Americans
18 with Disabilities Act (ADA). All newly hired teachers must undergo a physical examination by a
19 licensed medical doctor. The results of this examination shall be stated on a form provided by the
20 Board. The form must be received by the Board before employment can begin. Additional
21 medical examination may be required in order to determine whether matters reported in the
22 initial examination would present a direct threat to the health or safety of the applicant or of any
23 other person.

24 Once employed, physical examinations may be required only when the employee’s behavior
25 gives reason to suspect that a medical or psychiatric condition may impair the employee’s ability
26 to perform his/her duties, or when the employee has been injured or ill and an examination is
27 needed in order to determine whether an employee can return to work safely or to determine
28 whether the employee has a disability for which a reasonable accommodation can be made.

29 **9.09 - LIMITED DUTY ASSIGNMENTS:** Employees who have experienced a worker’s
30 compensation injury and who have been evaluated and released by an approved physician as
31 physically able to return to work with specific limitations, will return to their job site upon
32 written authorization by Insurance and Benefits Management. The specific work limitation will
33 be forwarded to the employee’s supervisor from the treating physician. The employee will
34 remain in his/her job site, performing appropriate duties as identified by the supervisor for a
35 period of ten (10) work days. No later than eleven (11) days after returning to limited duty, the
36 employee will be evaluated by the physician and, if not released for full duty, will be returned for
37 limited duty for the work period not to exceed ten (10) work days. At the completion of the
38 second ten (10) day period, if the employee is not able to return to a full-duty status, he will be
39 evaluated by the physician, the principal/supervisor and Insurance and Benefits Management to
40 determine the employee’s status. Alternatives such as returning to worker’s compensation off-

1 duty status, continuation of limited duty assignments, alternate duty assignments, and/or other
2 assignments will be reviewed with the employee.

3 **9.10 – ALTERNATE DUTY TRAINING**

- 4 (a) Employees will be placed in an Alternate Duty training position based upon their
5 physical abilities (as determined by their treating workers' compensation physician)
6 and their vocational aptitudes (as determined by vocational testing, educational
7 certifications, etc.).
- 8 (b) The total maximum time an employee may remain in an Alternate Duty "training
9 status" is one year. The maximum time may be extended to two years under
10 extenuating circumstances. (Example: illness, language barrier, etc.)
- 11 (c) Employees will be deemed "trained" when they have successfully acquired the
12 minimum skills necessary to qualify for the position for which they are training, as
13 acknowledged by their supervisor and Insurance & Benefits.
- 14 (d) Employees who fail to achieve "trained" status within one year (or two years for
15 employees with extenuating circumstances) will lose their employment with the
16 District.
- 17 (e) Employees who are unsuccessful in their initial training position, may make one
18 change of training assignment within the one-year period (two-year period for
19 employees with extenuating circumstances); however, a change of training position
20 will not extend their training timeline.
- 21 (f) Once employees are deemed "trained" by Insurance & Benefits Management, they are
22 required to apply for all positions, for which they have received training, within a
23 reasonable commute.
- 24 (g) For employees who are unsuccessful in finding a regular position within 60 working
25 days of achieving "trained" status, Personnel Services will begin procedures to place
26 those employees in regular positions.
- 27 (h) If an employee refuses to be tested for Alternate Duty placement or to participate in
28 his/her assigned Alternate Duty training program, this shall be deemed voluntary
29 resignation of employment.
- 30 (i) Employees who worked less than a 12-month schedule at the time of their work-related
31 accident will not be guaranteed summer employment while participating in the
32 Alternate Duty Program.
- 33 (j) The provisions of this section also apply to employees currently enrolled in the
34 Alternate Duty Program at the date of this Agreement.

1 (k) The provisions of this section apply to all Alternate Duty employees.

2 **9.101 - WAGES:** Employees selected for alternate duty assignments will be paid in accordance
3 with the appropriate salary schedule, but in no case shall the employee receive less than the
4 amount received prior to the injury.

ARTICLE 10

TEACHER ASSESSMENT

1 **10.01** - Within the first sixty (60) days of the teacher's contract year and prior to preparing the
2 formal written report of a teacher assessment required by law, each teacher shall be informed of
3 the criteria and the procedures to be used in his/her formal observations and evaluation. Each
4 teacher shall be assessed utilizing the Final Performance Assessment form found in (see
5 Appendix) of this agreement.

6 **10.012** - Each Annual Contract teacher shall be the subject of a formal observation by an appro-
7 priate administrator at least two (2) times each school year. The first formal observation shall be
8 completed by the first work day of December. At least one formal observation of each
9 classroom teacher is to be conducted by the principal or assistant principal. Each teacher shall
10 complete, with the appropriate administrator, a Professional Development Plan (PDP) utilizing
11 the form found in (see Appendix) of this agreement. Employees who hold a Continuing or
12 Professional Service Contract may be observed by an appropriate administrator as part of the
13 Professional Development Plan (PDP). Procedures for completing the PDP and the Final Teacher
14 Assessment are outlined in the Board approved District Performance Assessment Development
15 System. Each administrator responsible for the assessment of teachers shall be trained in the
16 Teacher Assessment process prior to any observation or the completion of any PDP. Other
17 members of the instructional unit, including but not limited to guidance counselors, media
18 specialists, school social workers, school psychologists, Prep/Curriculum specialists, and
19 teachers-on-assignment, will be assessed by an appropriate administrator.

20 **10.013** - All formal observations shall be reduced to writing and shall be discussed with the
21 teacher within ten (10) days of the observation. No later than five (5) days following the
22 discussion, the teacher shall receive a copy of the formal observation report after signing to
23 indicate that the report has been discussed with the teacher. If deficiencies are noted during the
24 observation, the administrator conducting the observation shall provide the teacher with written
25 recommendations for improvement. The administrator shall thereafter confer with the teacher
26 and make recommendations as to specific areas of unsatisfactory performance and provide
27 assistance in helping to correct such deficiencies within a prescribed period of time.

28 **10.014** - Observations of a teacher's performance of duties and responsibilities shall be
29 conducted openly with no intent to conceal such from the knowledge of the teacher.

30 **10.015** - Each teacher's Final Performance Assessment form shall be discussed with him/her by
31 the administrator responsible for preparing the report. Any documentation related to a teacher's
32 Final Performance Assessment shall be given to the teacher within ten (10) days of the
33 observation or incident giving rise to the documentation. All documentation used to support the
34 Final Performance Assessment shall be given to the teacher with the Final Performance
35 Assessment form.

- 1 **10.016** - After discussion of the Final Performance Assessment evaluation report, the teacher
2 shall sign the report, acknowledging that he/she has been shown the report, and it has been
3 discussed with him/her by the evaluator.
- 4 **10.017** - If a teacher disagrees with the Final Performance Assessment, he/she may submit a
5 written statement which shall, upon request of the teacher, be attached to the Board's file copy of
6 his/her assessment report.
- 7 **10.018** - All annual contract teachers shall be notified of their reappointment recommendation by
8 the principal/supervisor by May 10.
- 9 **10.019** - The date for completion of the teacher's Final Performance Assessment shall be May
10 10. These assessments may be performed earlier when notice of dismissal or non-renewal is
11 given.
- 12 **10.020** - Comments relating to the observation or assessment of a teacher's performance of
13 duties and responsibilities shall be made in private.
- 14 **10.021** - For the purpose of this assessment procedure, the Board's assessment document shall
15 include the assessment criteria in F.S. 1012.34(4).
- 16 **10.022 - COLLEGIAL COACH:** Upon receipt of written notice of unsatisfactory evaluation
17 from the Superintendent during the school year, a continuing contract/professional services
18 contract teacher may select a collegial coach for the purpose of providing professional support
19 and feedback. The individual designated as the collegial coach shall be decided upon mutual
20 agreement between the principal, teacher and collegial coach. The collegial coach will not
21 participate in the formal evaluation of the teacher. The teacher may request an opportunity to be
22 considered for a transfer to another school upon written request to the Superintendent.
- 23 **10.023** - Each teacher shall have the right to review the contents of his/her personnel file. Each
24 teacher has the right to have another person accompany him/her in the review of his/her
25 personnel file, if he/she so chooses. Such review shall be made in the presence of the person
26 responsible for the safekeeping of the personnel files of the Board.
- 27 **10.024** - Upon request from a teacher, the Board will provide, within five (5) working days, a
28 copy of such contents and records of the teacher's personnel file as is requested in writing by the
29 teacher. The cost of preparation and duplication of such records shall be at the teacher's expense.
- 30 **10.025** - A teacher shall have the right to comment, in writing, concerning any materials in
31 his/her personnel record.
- 32 **10.026** - Teacher personnel files shall be maintained according to F.S. 1012.31.
- 33 **10.11 - NEW TEACHER INDUCTION PROGRAM:** Peer teacher assignments shall be
34 voluntary. Teachers who serve as peer teachers must complete the Clinical Education Training or
35 its equivalent.

- 1 **10.12** - When preparing observation report forms, the peer teacher shall be required to document
- 2 only the time and date of the observation and the competencies or other areas covered during the
- 3 observation.

- 4 **10.13** - Peer teachers shall be evaluated only on their regular classroom performance and not on
- 5 their peer teaching activities.

- 6 **10.14** - Peer teacher supplements shall be paid for a minimum of one semester.

ARTICLE 11

PROVISIONS FOR LEAVES

1 **11.01 - GENERAL CONDITIONS FOR LEAVES OF ABSENCE:** The Board and the
2 Association agree that there is no substitute who can replace the regular teacher in meeting the
3 needs of the students served by the District. Therefore, the Board encourages regular attendance
4 and limited use of leave of absence. Leave should be requested only when necessary and under
5 the provisions of law, state board regulations and terms of this Agreement. The Board and the
6 Association believe that there is a direct and positive relationship between attendance and
7 successful performance of job functions.

8 **11.011 – ABSENCE WITHOUT LEAVE:** Any absence from duty without leave constitutes a
9 violation of a teacher’s contract and shall subject the teacher’s contract to cancellation by the
10 Board.

11 **11.012 – ABSENCE WITHOUT PAY:** The deduction for each day of absence shall be
12 determined by dividing the base salary plus designated supplements by the total number of hours
13 in the teacher’s contract year to determine the hourly rate, then multiplying that rate by the
14 number of hours absent. Designated supplements are defined as those supplements that are
15 attached to all positions of a specific title such as guidance counselors, school psychologists, etc.

16 **11.013 – NOTICE OF ABSENCE:** Any teacher who will be absent from duty for any cause
17 except for leave duly authorized and granted in advance shall report such absence utilizing the
18 District's electronic absence reporting system as soon as possible prior to his/her absence. A
19 teacher may be required to notify both the electronic system and a designated supervisor in cases
20 of suspected leave abuse.

21 **11.014 – LEAVE APPLICATION:** Any application for leave except sick or emergency leave
22 shall be in writing and on the form provided by the Board and submitted when feasible at least
23 five (5) days in advance. Such application for leave shall be submitted to the principal or other
24 immediate supervisor of the teacher for consideration of a recommendation to the Superintendent
25 for approval or disapproval. Leave granted for a school year or for the remaining part thereof
26 will expire at the end of the contract year of the teacher for which such leave is granted.

27 **11.015 – NOTICE OF RETURN FROM LEAVE:** A teacher having been granted leave for the
28 school year or for the remaining part thereof, who desires to return to duty the next school year,
29 shall so notify the Superintendent in writing by April 1. Upon the return of the employee on
30 leave, the replacement employee shall be placed in a similar or comparable position with the
31 District.

32 **11.016 – APPROVAL OF LEAVE:** All requests for leave shall be submitted on the proper
33 form and shall be subject to approval or disapproval by the Superintendent.

34 **11.017 – LEAVE DISPOSITION:** All teachers making an application for leave shall be notified
35 in writing of the disposition of such leave on the form provided by the Board. Reasonable effort

1 will be made to ensure notification of the employee regarding the disposition of the leave prior to
2 the date for which leave is requested.

3 **11.02 - TYPES OF LEAVE:**

4 **11.0201 – SICK LEAVE:** Any teacher on a full-time basis shall be entitled to four days of sick
5 leave as of the first day of employment during each contract year and thereafter shall accrue one
6 (1) day of sick leave credit for each month of employment. Teachers hired during the last four
7 months of the school year will not be eligible for the four-day advanced sick leave time. Sick
8 leave shall be credited to the teacher at the end of the month and may not be used prior to the
9 time it is earned and credited, provided that no teacher may earn more than one (1) day of sick
10 leave times the number of months of employment during the school year. Such leave shall be
11 cumulative (actual number of hours earned) from year to year without limit to the number of
12 hours that may be accrued. Any leave charged against accrued sick leave shall be with full
13 compensation. As stated above, the teacher receives four (4) sick days at the end of the first day
14 of the contract year, but does not actually earn those four (4) days until he/she has worked four
15 (4) months of the contract year. Therefore, if termination occurs when the employee has used
16 more sick days than he/she has earned that contract year, and if he/she has no sick leave
17 accumulated from prior years, the School Board will withhold the amount of the teacher’s daily
18 rate of pay for each sick day used that has not been earned. Also, if an employee who is eligible
19 for terminal sick pay benefits terminates before completion of his/her contract year, the number
20 of sick leave days for which he/she receives benefit shall not exceed the number of sick leave
21 days accumulated prior to the beginning of that contract year plus one (1) sick leave day for each
22 month of actual employment in the contract year during which termination occurs.

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

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

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

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

- 1 (e) **Conditions for Sick Leave:**
2 1) Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2)
3 day shall be defined as one-half the number of hours defined as the teacher's
4 regular work day.
5 2) Any teacher who has used all accrued sick leave but who is otherwise entitled to
6 sick leave shall be granted sick leave without pay. The claim for such sick leave
7 shall clearly state that the leave is without compensation.
8 3) In the case where sick leave abuse is suspected, the Superintendent may require a
9 doctor's statement of verification of illness. A verification of claim may be
10 initiated by the principal or supervisor.
11 4) A false claim for sick leave shall be deemed cause for employee discipline up to
12 and including discharge. Where there is any doubt as to the validity of a sick leave
13 claim, the Superintendent may require the employee to file supporting evidence
14 where personal illness is not involved.
15 5) An application for sick leave due to an extended illness (not fewer than twenty
16 (20) days) shall have attached to it a statement from a practicing physician
17 certifying that such leave is essential and indicating the probable duration of the
18 illness and needed leave.
19 6) If leave is granted for an extended illness, teachers must notify their principal or
20 supervisor (in writing) no later than the work day before the last day of the leave
21 of their intent to:
22 a) Return to work
23 b) File a request to extend their leave, or
24 c) Resign.
- 25 (f) **Transfer of Sick Leave:** Any teacher shall be entitled to transfer sick leave credit
26 from other Florida school districts with the restriction that at least one-half (1/2) of the
27 valid accrued leave shall be established in The School District of Lee County, Florida.
- 28 (g) **Reinstating Accrued Sick Leave:** When a teacher of the Lee County School District
29 interrupts service through termination and subsequently returns to employment in the
30 District without having used his/her Lee County accrued sick leave credit in another
31 Florida school district, such accrued sick leave credit shall become valid on the first
32 day of contractual service.
- 33 (h) **Terminal Sick Leave Pay:** When a teacher receives terminal pay benefits based on
34 unused sick leave, all unused sick leave credit shall become invalid.

35 **11.0202 - Illness or Injury In-Line-Of-Duty Leave:** Any full-time regular employee shall be
36 entitled to illness- or injury-in-line-of-duty leave with pay, less any Workers' Compensation
37 payments, for a period not to exceed ten (10) work days per fiscal year regardless of the number
38 of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that
39 illness or injury continues or recurs from one fiscal year to succeeding fiscal years, except as
40 provided in this Agreement, when he/she has to be absent from work because of personal injury
41 received in the discharge of his/her duties. Illness-in-line-of-duty leave is intended to deal with
42 the illnesses normally known as childhood diseases such as, but not limited to, mumps, measles

1 and chicken pox. This leave does not include normal adult illnesses such as colds and influenza.
2 This leave is non-accumulative. In addition to the conditions listed below, for both illness- and
3 injury-in-line-of-duty, the Board reserves the right to request a second concurring medical
4 opinion from a physician designated by the Board. Any additional expense incurred as a result of
5 this requirement will be paid by the Board.

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

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

10 2) The teacher must file a written claim as outlined below, in addition to the injury
11 report claim.

12 3) The teacher must utilize the medical provider selected by the employer. The
13 teacher may make a written request to change the medical provider after initial
14 consultation.

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

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

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

25 **11.0203 – PERSONAL LEAVE:** Any teacher desiring personal leave shall make written
26 application for such leave. The teacher shall not be entitled to compensation while on personal
27 leave except as provided herein. The Board and the Association agree that the purpose of
28 personal leave is to allow the employee to attend to personal business or matters which cannot be
29 attended to outside of the employee's regular workday. Examples of personal business include
30 but are not limited to, legal and judicial proceedings, family weddings or graduation, civic
31 functions, etc. Employees who are found to be in violation of this section through misuse of
32 personal leave may be subject to disciplinary action.

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

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

38 b) Personal leave may not be used during the first or last week (five school days) of
39 the students' school year.

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

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

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

12 1) Personal leave may not be cumulative.

13 2) Personal leave is subject to approval and may not be approved if the
14 Superintendent determines that the granting of this leave will create a
15 disruption of the instructional setting or of the normal work setting.

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

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

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

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

24 (a) accept disapproval of the personal leave request, or

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

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

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

43 a) **Extended Personal Leave Without Pay:** Personal leave without pay not to
44 exceed thirty (30) days may be granted at the discretion of the Superintendent.

1 Personal leave in excess of thirty (30) days shall be subject to approval by the
2 Board.

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

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

16 d) **Notice of Return from Extended Leave of 30 days or less:** Employees on
17 approved leave of 30 days or less must notify their principal or supervisor in
18 writing no later than the work day prior to the last day of the extended leave of
19 their intent to:

- 20 1) return to work,
- 21 2) file a request to extend the leave or
- 22 3) resign

23 e) **Notice of Return from Board Approved Extended Leave Without Pay:**
24 Employees on Board approved leave without pay of more than 30 days must
25 notify their principal or supervisor in writing no later than twenty (20) work days
26 prior to the last day of the extended leave of their intent to:

- 27 1) return to work,
- 28 2) file a request to extend the leave, or
- 29 3) resign

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

37 **11.0204 MATERNITY LEAVE:** All full-time teachers shall be eligible for maternity leave.
38 The teacher shall submit a written request for maternity leave to the Superintendent. The leave
39 request shall include the date leave is to commence as determined by the teacher in consultation
40 with her licensed provider. Except in the case of an emergency, a request for maternity leave
41 shall be made at least thirty (30) calendar days prior to the date on which the leave is to begin.
42 Maternity leave shall be without pay except that the teacher must file a claim to use accrued sick
43 leave during that period of the leave for which a medical disability exists. The teacher must
44 submit a licensed provider's statement indicating the number of days a medical disability exists.
45 Approval of a claim for maternity leave shall be contingent upon certification of pregnancy by a

1 licensed medical provider. In the event that the leave request does not specify a return date, the
2 teacher shall notify the Superintendent at least twenty (20) working days prior to her intended
3 return date. Such notice shall be given no later than April 1 in order for the teacher to be
4 considered for return to duty that school year. The teacher may return to duty on the date
5 requested upon receipt by the Superintendent of certification from a licensed provider stating that
6 she is physically capable of performing her job. In the event that leave is approved by the Board
7 effective on or after the first day of the fourth quarter of a school year, a request for the next
8 fiscal year shall not extend beyond the end of the first semester.

9 **11.0205 – MILITARY LEAVE:** Military leave shall be granted in accordance with applicable
10 state and federal law. Employees in the National Guard or Reserve shall be granted up to
11 seventeen (17) scheduled paid days leave of absence per school year without loss of pay. Leave
12 for longer periods shall be granted when the employee is assigned to duty functions of military
13 character. Such extended leave shall be without loss of seniority but is not paid leave. An
14 employee shall be granted leave to participate when called for active federal military service.
15 The first thirty (30) scheduled paid days of leave is with full pay and the remainder is without
16 pay. Such leave terminates thirty (30) scheduled paid days after release or discharge from active
17 military service. Such leave shall be without loss of seniority and shall be credited to the
18 employee for experience credit on the salary schedule but shall not apply to years of service
19 toward receipt of a professional service contract. Nothing herein shall be construed to expand
20 any military leave privileges other than those provided by applicable state and federal law.

21 **11.0206 – JURY DUTY LEAVE:** Any regular teacher, including those employed expressly for
22 summer school, who is summoned as a member of a jury panel shall be granted temporary duty
23 leave with pay. The Board shall not reimburse the teacher for meals, lodging and travel expenses
24 incurred while serving as a juror. Jury fees paid by the court for such purpose may be retained by
25 the teacher.

26 **11.0207 – WITNESS DUTY LEAVE:** When a teacher is subpoenaed, he/she may be granted
27 temporary duty leave. In no case shall temporary duty with pay be granted for court attendance
28 when an employee is engaged as a party to the litigation. The teacher may retain any fees
29 received from the court. In the event no fees are received from the court and the teacher is
30 representing the Board as a witness or a defendant, he/she will be eligible to be paid per diem
31 and travel expenses, where applicable, upon filing an official request for reimbursement.

32 **11.0208 – EXTENDED PROFESSIONAL LEAVE:**

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

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

- 1 (c) An applicant must agree to pursue a plan approved by the committee which leads to
2 certification in a shortage area identified by the Superintendent unless otherwise
3 approved.
- 4 (d) The applicant must provide a written recommendation from his supervisor.
- 5 (e) The applicant must possess a valid Florida teaching certificate and must have been
6 continuously employed in the District for five (5) years. Military leave, extended
7 illness, or maternity leave shall not be considered an interruption of service.
- 8 (f) An application for leave shall be submitted to the Superintendent not later than
9 January 15 preceding the school year for which the leave is requested. If the committee
10 requests clarification of an application, the committee will inform the applicant of the
11 time limit for supplying the information.
- 12 (g) The Superintendent will give written notice by April 10 of the disposition of each leave
13 request.
- 14 (h) An employee granted a leave shall notify the Superintendent in writing of his/her
15 acceptance not later than fifteen (15) days after the applicant has received notice of
16 approval for leave.
- 17 (i) Employees granted extended professional leave shall receive fifty (50%) percent of
18 their base salary while on said leave.
- 19 (j) Employees who are granted this leave shall agree in writing to return to employment in
20 the District for three (3) years after returning from said leave.
- 21 (k) In the event the employee should not return to the District for the three (3) years,
22 he/she shall reimburse the Board for salary as follows:
23 (1) zero (0) years of return service the full amount of the leave pay,
24 (2) one (1) year of return service--two-thirds (2/3) of the amount of the leave pay,
25 (3) two (2) years of return service--one-third (1/3) of the amount of the leave pay.
- 26 (l) During the period of said leave, the employee shall be entitled to all benefits that are
27 provided by contract, policy or law, including retirement, seniority, insurance and sick
28 leave.
- 29 (m) Approval of extended professional leave is a discretionary decision of the Board and is
30 not subject to the grievance procedure.

31 **11.0209 – TEMPORARY DUTY:** Upon the approval of the Superintendent, a teacher may be
32 assigned to be temporarily away from his/her regular duties and/or place of employment for the
33 purpose of performing other educational services, including but not limited to participation in
34 surveys, professional meetings, study courses, workshops, professional organizational meetings,
35 and similar services of direct and long-term benefit to the educational program. Such assignment

1 may be initiated by the principal or other immediate supervisor, the Superintendent or by the
2 individual who desires the temporary duty. Temporary duty, when approved by the
3 Superintendent, shall be with full compensation of salary. Each request for temporary duty shall
4 be filed with the teacher's principal or other immediate supervisor as early as possible but at least
5 one (1) week in advance of the effective date of the temporary duty. In the event that temporary
6 duty leave is denied, the administrator denying the leave shall provide the reasons for the denial
7 in writing to the teacher at the time of denial.

8 **11.0210 – TEMPORARY DUTY LEAVE FOR SUMMER COURSEWORK:** Employees
9 enrolled in a degree-seeking program may be eligible to apply for temporary duty leave of up to
10 a total of five (5) days during pre- or post school planning as needed to attend summer school
11 classes for completion of the degree. Application for this leave must be submitted at least twenty
12 (20) days prior to the close of the teacher's work year and will be subject to review and approval
13 by the professional leave committee as defined in Provisions 11.0208.

14 **11.0211 – FAMILY AND MEDICAL LEAVE:** All provisions of this section shall be effective
15 for School Board employees July 1, 1994, and shall be interpreted so as to comply with the
16 requirements, including definitions, of the Family and Medical Leave Act of 1993, and any
17 applicable implementing regulations. No provision in this section shall operate to limit or reduce
18 leaves provided under other contract terms.

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

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

37 (c) **Leave Entitlement:** An eligible employee is entitled to take up to a total of twelve
38 (12) work weeks of FMLA leave in a 12-month period, to be measured backwards
39 from the commencement date the employee uses FMLA leave. An eligible employee
40 taking leave under paragraph b.(5) shall be permitted to take up to 26 work weeks of
41 leave in a 12-month period.

- 1 (d) **Intermittent Leave for Planned Medical Treatment:** FMLA leave may be taken
2 intermittently whenever it is medically necessary to take care of a seriously ill spouse,
3 child or parent of the employee, or because of the employee's own serious health
4 condition making the employee unable to work. Intermittent leave may be taken in
5 increments of one or more days or partial days. Certification of the need for
6 intermittent leave, and the leave schedule, shall be provided by the health care
7 provider. Employees needing intermittent FMLA leave must attempt to schedule their
8 leave so as to minimize disruption to the District's operations. The District may assign
9 an employee to an alternative position on a temporary basis with equivalent pay and
10 benefits that better accommodates the employee's intermittent leave schedule.
11 Intermittent FMLA leave must be requested by the employee in writing at least thirty
12 (30) days in advance, or as soon as is practicable.
- 13 (e) **Maintenance of Group Medical Insurance:** The Board shall maintain an employee's
14 medical insurance coverage during FMLA leave to the same extent coverage was
15 provided to the employee prior to taking FMLA leave, for a period not to exceed
16 twelve (12) weeks during the applicable twelve (12) month period and for 26 weeks
17 during the applicable twelve (12) month period if eligible for leave under paragraph
18 b.(5) of this provision. Medical insurance premiums which had been paid by the
19 employee prior to FMLA leave for any dependent coverage must continue to be paid
20 by the employee during the FMLA leave period. If such payments are not made by the
21 employee, the dependent's insurance coverage will lapse and no benefits will be paid
22 for claims incurred while the policy has lapsed. When the employee is reinstated, and
23 payroll deduction of dependent's premiums resumes, the dependent's insurance will be
24 reinstated with the same coverage as prior to the lapse.
- 25 (f) **Notice:** Employees must request FMLA leave in writing, directed to the Personnel
26 Department, at least thirty (30) calendar days in advance, or as early as is practicable.
27 The time for the start of the leave may be delayed for up to thirty (30) days for failure
28 to provide timely notice. An employee needing FMLA leave must follow the work
29 site's usual and customary call-in procedures for reporting an absence, absent unusual
30 circumstances.
- 31 (g) **Job Restoration:** Upon return from FMLA leave, an employee shall be restored to the
32 same or an equivalent position. An equivalent position must be at the same pay,
33 benefits, and working conditions, include the same privileges, prerequisites and status,
34 and involve the same or substantially similar duties and responsibilities. The equivalent
35 position must be located at the same or geographically proximate work site unless the
36 employee's request for transfer has been accepted.
- 37 (h) **Failure to Return:** At the start of any FMLA leave, the employee must state whether
38 he/she intends to return at the end of the leave. If the employee does not intend to
39 return, the employee will be deemed to have resigned voluntarily, and no FMLA
40 benefits will be provided. If the employee states that he/she intends to return, and then
41 fails to return, for reasons other than 1) the continuation of a serious health condition

1 of the employee or a covered family member or 2) circumstances beyond the
2 employee's control (certification required within 30 days of failure to return for either
3 reason), the employee must promptly reimburse the Board for the cost of insurance
4 provided by the Board during the leave. If the employee fails to do so, the Board may
5 take action to recover the premiums paid.

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

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

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

32 **11.0212 – INSURANCE COVERAGE:** The insurance coverage of any employee who is
33 granted a leave terminates on the first scheduled pay day that the employee does not receive a
34 paycheck, except as otherwise provided by law or this agreement. To continue insurance
35 coverage during the leave period, the employee must remit all premiums due thereafter when
36 permitted.

37 **11.03 - TERMINAL PAY BENEFITS:** A regular full-time teacher, upon application, after ten
38 years of creditable service in a retirement plan established by the Florida Legislature, shall be
39 entitled to terminal pay at the time of:

40 (a) normal retirement or early retirement;

- 1 (b) disability retirement;
- 2 (c) termination.

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

6 **11.031:** Terminal pay shall be paid after ten (10) years of creditable service in a retirement plan
7 established by the Florida Legislature and shall be based on the total number of accrued and
8 valid sick leave days credit to the teacher at the daily rate of pay of the teacher at the time of
9 termination. The amount of terminal pay shall be computed as follows:

- 10 (a) during the years of service one through three (1-3) in the District, thirty-five (35)
11 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate
12 of pay
- 13 (b) during the years of service four through six (4-6) in the District, forty (40) percent of
14 the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 15 (c) during the years of service seven through nine (7-9) in the District, forty-five (45)
16 percent of the hours of accumulated sick leave shall be multiplied times the number of
17 days of accumulated sick leave; or
- 18 (d) during the years of service ten through twelve (10-12) in the District, fifty (50) percent
19 of the hours of accumulated sick leave shall be multiplied times the hourly rate of pay
- 20 (e) during and after the thirteenth (13th) year of service in the District, one hundred (100)
21 percent of the hours of accumulated sick leave shall be multiplied times the hourly rate
22 of pay

23 **11.032:** Any teacher entitled to terminal pay benefits shall have been under contract to render
24 services for the period immediately preceding termination of employment and shall not be under
25 suspension from duty except for reasons pertaining to health, or have any charges pending which
26 could result in dismissal from employment.

27 **11.033 SPECIAL PAY PLAN:** Teachers shall participate in the Special Pay Plan upon
28 retirement, participation in the Florida Retirement System DROP program or upon termination
29 from District employment. Teachers who have \$1,000 or more of terminal pay for unused
30 accumulated sick leave and/or payments for unused annual leave shall have all eligible funds
31 placed in the Special Pay Plan subject to the specific provisions of the plan.

32 **11.03301 MANDATORY PARTICIPATION:** Participation in the Special Pay Plan is
33 mandatory for all eligible teachers.

34 **11.03302 TERMINATION OF PLAN PARTICIPATION:** Bargaining Unit Participation in
35 the Plan may be terminated with the approval of the Association and the District.

1 **11.03303 DROP PARTICIPATION HOLDBACK:** Teachers enrolled in the DROP program
2 shall be required to retain 30 days of accumulated sick leave that shall not be eligible for the
3 Special Pay Plan until termination in DROP.

4 **11.03304 HOLD HARMLESS:** Plan participants who separate from employment before the
5 calendar year in which they turn age 55 and who elect to withdraw funds prior to age 59 ½ are
6 subject to a 10% early withdrawal penalty by the IRS. The District will hold harmless (make
7 whole) teachers who fall within this category if they request all of their funds from the Plan
8 Administrator within 60 days of actual retirement or termination of employment with the
9 District.

10 **11.04 - SICK LEAVE BANK:** The purpose of the Sick Leave Bank (SLB) is to provide a pool
11 of emergency sick leave days from which contributors may draw after their own accumulated
12 sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the
13 provisions in other sections of this Article except as it provides for additional days of sick leave
14 with pay for members of the SLB. The District has several Sick Leave Banks. When a Sick
15 Leave Bank member changes positions which would require a change to a new Sick Leave Bank,
16 that person shall be treated as a new member and must give up one sick day for membership in
17 the new bank. However, if the member has donated a day within the same fiscal year, that day
18 may be transferred to the new bank.

19 **11.041 – MEMBERSHIP:** Any full-time employee may enroll in the Sick Leave Bank between
20 August 15 and September 30 provided the following three requirements are met:

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

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

27 **11.042 - CONTRIBUTION:** In the event the number of days in the SLB balance falls below
28 thirty percent (30%) of the number of SLB members, each member of the SLB shall be required
29 to contribute one (1) day, from their own accumulated sick leave to the SLB. In the event an SLB
30 member cannot contribute an additional day due to leave exhaustion, and he/she is not currently
31 drawing from the SLB, the additional day automatically shall be the next accrued sick leave day.

32 **11.043 - DURATION:** If membership in the bank and the number of days in the bank should fall
33 below three hundred (300), the bank shall be discontinued and days remaining in the bank shall
34 be distributed as provided elsewhere in this section.

35 **11.044 – ADMINISTRATION:**

1 (a) The SLB will be administered by the Personnel Department. Forms may be obtained
2 by participating teachers from the Personnel Office or work site.

3 (b) An Overview Committee consisting of two (2) representatives appointed by the
4 Superintendent and two (2) representatives appointed by the Association shall be
5 formed to review the administration of the bank, investigate alleged abuses, and
6 determine eligibility as set forth in 11.041 of this section. Committee members shall be
7 provided a quarterly report showing the number of SLB members, balance of days, and
8 number of applications for withdrawals.

9 **11.045 - BENEFITS:** The SLB shall be used only by the SLB member for his/her own personal
10 illness or disability and may not be used because of the illness, disability or death of any other
11 person.

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

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

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

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

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

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

37 **11.046 - ABUSE:** Alleged abuse of the SLB shall be investigated by the Superintendent. Upon a
38 finding of such abuse, the teacher shall be required to repay all of the sick leave credits drawn
39 from the SLB and shall be subject to such other disciplinary action as determined by the School
40 Board to be appropriate.

1 **11.047 - DISCONTINUANCE:** If it should become necessary to discontinue the SLB, unused
2 sick leave in the bank will be distributed in the following manner:

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

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

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

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

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

24 **11.048 – HOLD HARMLESS:** The Association, its officers, agents, and members of the
25 bargaining unit will hold the Board, its officers and agents harmless for the cost and results of
26 any action which may be brought by any of its members, group or groups of members, members
27 of the bargaining unit, or agencies of law, with respect to the establishment, administration or
28 expenditure of the assets of the SLB.

29 **11.05 – SHARED SICK LEAVE:** All employees covered by this contract may donate accrued,
30 earned sick leave to his or her spouse (person to whom the donor employee is legally married at
31 the time of donation), child (natural or adopted, but not step-child), parent (mother or father of
32 the donor employee), or sibling (brother or sister of the donor employee, but not step-sister or
33 step-brother) who is also a regular part-time or full-time district employee (not a temporary
34 employee or substitute).

35 **11.051 – TRANSFER OF SHARED SICK LEAVE:** The transfer of sick leave is subject to
36 the following limitations and conditions:

37 (a) The transfer of sick leave will be administered by the Payroll Department. Employees
38 wishing to donate sick leave shall request the transfer in writing to the Payroll

- 1 Department. The letter of request must include the total hours requested for transfer,
2 name, and social security number of the intended recipient, the work location of the
3 intended recipient, the relationship of the intended recipient to the employee donating
4 the sick leave, and the social security number and work location of the employee
5 writing the letter of request for transfer of sick leave hours.
- 6 (b) The signed, completed letter requesting the transfer must be received in the Payroll
7 Department prior to the current pay period processing cut-off date in order to be
8 reflected on the recipients' current payroll record.
- 9 (c) The recipient must be employed in a position eligible to accrue leave time.
- 10 (d) The donated sick leave must be used for illness only and must be supported by medical
11 verification from a physician upon request.
- 12 (e) The recipient may not use donated sick leave until all of his or her accumulated sick
13 and vacation leave is depleted.
- 14 (f) If the total hours identified on the letter of request from the donor is not eligible for
15 transfer, or if the recipient identified in the letter is not eligible to receive the requested
16 transfer of sick leave hours, the letter will be returned by the Payroll Department to the
17 employee with an explanation included on, or attached to, the letter of request.
- 18 (g) Unearned, advanced sick leave hours are not eligible for transfer.
- 19 (h) The recipient will not accrue leave while using the sick leave donated by the spouse,
20 child, parent, or sibling.
- 21 (i) The Payroll Department will retain on file, a copy of the returned letters including the
22 explanation denying the requested transfer.
- 23 (j) The maximum number of shared sick leave hours to be transferred at one time will be
24 calculated as follows: 20 days X number of recipient work hours per day.
- 25 (k) Any unused donated sick leave shall revert to the donor employee upon the recipient
26 employee's return to work or termination of employment.
- 27 (l) If a donor employee retires or terminates, any unused shared sick leave of the recipient
28 will revert back to the donor employee as of the last date of employment.
- 29 (m) Donated sick leave cannot be used by the recipient for the purpose of terminal pay.

30 **11.052 – HOLD HARMLESS:** The Association, its officers or agents and the members of the
31 unit shall hold the Board, its officers, employees and agents harmless from any and all claims
32 which may be brought by any of its members of the unit or authorized litigant with the
33 establishment or administration of the shared sick leave policy.

ARTICLE 12

PERSONAL AND ACADEMIC FREEDOM

- 1 **12.01 - PERSONAL:** Each teacher's citizenship right to exercise or support his/her political
2 preference on his/her own time and away from school premises shall not be impeded providing
3 such activities do not violate any local, state or federal ordinance or law.
- 4 **12.02 - ACADEMIC:** It is the intent of the Board that teachers shall have academic freedom
5 within the outlines of course content and the curriculum adopted by the Board.

ARTICLE 13

WORK YEAR

1 **13.01 - WORK YEAR:** The basic work year for teachers shall be 196 days which shall include
2 six (6) paid holidays. Teachers will not be required to work on the paid holidays established by
3 the Board as a part of the annual school calendar.

4 Teacher professional duty days are to be used for teachers to prepare grades, lesson plans and
5 other required records and reports. Grade sheets shall not be due until one hour prior to the end
6 of this duty day.

7 Teacher in-service days shall be used for teacher professional development as identified in the
8 teacher's Professional Development Plan and the School Improvement Plan.

9 The following work schedule is for those instructional personnel who have greater than a ten
10 (10) month schedule.

| | | |
|----|--|-----|
| 11 | (A) School Counselor - Adult Education | 201 |
| 12 | School Counselor - Middle School | |
| 13 | School Counselor - High School | |
| 14 | Teacher - High School - Industrial Cooperative Education | |
| 15 | Teacher-On-Assignment | |
| 16 | (B) School Counselor - High School | 206 |
| 17 | Teacher-On-Assignment | |
| 18 | (C) School Social Worker - Student Welfare And Attendance (1) | 216 |
| 19 | Teacher – High-Tech Centers – Cosmetology and Health Occupations | |
| 20 | Teacher-On-Assignment | |
| 21 | Teacher-JROTC | |
| 22 | School Psychologist | |
| 23 | (D) School Counselor - High-Tech Centers | 226 |
| 24 | Technology Specialists | |
| 25 | Teacher – High-Tech Centers – Health Occupations | |
| 26 | Teacher-On-Assignment | |
| 27 | (E) Teacher – High-Tech Centers – Health Occupations | 255 |
| 28 | Teacher-On-Assignment | |
| 29 | Department of Juvenile Justice (DJJ) Teacher | |
| 30 | School Psychologist | |
| 31 | Financial Aid Advisor – High-Tech Centers | |
| 32 | (F) District Athletic Trainer | 196 |

1 The Department of Juvenile Justice (DJJ) twelve-month (255 day) calendar will be jointly
2 developed by the DJJ Administrators and Teachers to ensure the required 240-day instructional
3 calendar and the recommendation shall be forwarded to the District Labor Management
4 Committee.

5 Exceptions: The contractual work year may be reduced when agreed to by the teacher and
6 supervisor. The work year may be extended to meet student/ programmatic needs with advanced
7 notification to TALC and the Director of Personnel.

8 **13.011 – FLEXIBLE WORK YEAR:** The work year for instructional personnel scheduled to
9 work longer than 196 days may be adjusted to accommodate instructional or student needs. Such
10 adjustments shall be determined ten (10) days prior to the last day of the student year for the
11 following school year, set forth in a written document and signed and dated by the teacher and
12 principal/supervisor and retained at the school/department. The days shall be determined in
13 consultation with the teacher; however, the final decision shall be made by the
14 principal/supervisor to ensure adequate staffing throughout the year.

15 **13.012 – EXTENDED WORK YEAR FOR SCHOOLS IN NEED OF IMPROVEMENT:**
16 The work year for instructional personnel employed at a school designated as a school in
17 improvement/corrective action as defined in the No Child Left Behind Act of 2001 and State
18 Board of Education Rule may be extended for five days to accommodate instructional or student
19 needs. The additional five days will be used for training and professional development.
20 Instructional personnel employed during this extended work year will be paid according to their
21 current hourly rate.

22 **13.02 - CALENDAR COMMITTEE:** On or before October 15, a joint committee of thirty (30)
23 members, twelve (12) of whom shall be appointed by the Superintendent including the
24 chairperson, and twelve (12) of whom shall be appointed by the Association representing all
25 affected bargaining units, and six (6) selected by the District Advisory Council, who are not
26 school employees, shall meet. The committee shall review the next year's instructional calendar.
27 Disputes not resolved within the Calendar Committee, or changes to the committee's
28 recommendations shall be subject to bargaining before implementation.

29 **13.03 - EMERGENCY MAKE-UP DAYS:** When it is necessary to close schools as a result of
30 a hurricane or other natural disaster, employees will be notified via radio and television, if
31 possible, prior to the beginning of the work day. Employees who do not make up said time
32 during their work year will not be paid for these days and pay will be deducted from the last
33 paycheck of the fiscal year in which the days are missed or from the employee's last paycheck in
34 the event the employee terminates sooner. National and/or legal holidays may not be used as
35 make-up days when schools are closed due to emergency. The Board agrees to meet with the
36 Association to discuss make-up days when schools are closed due to an emergency.

37 **13.031:** For employees who work 196, 201 or 206 days, the time shall be made up on the days
38 that students are scheduled to make up school.

1 **13.032:** For employees who work 216 or 226 days, time will be made up by extending the
2 contract year by the number of days missed.

3 **13.033:** For employees who work 255 days per year, time will be made up by extending the
4 length of the work day as determined by the Superintendent.

5 **13.034:** The Board reserves the right to waive make-up time.

6 **13.04 - VACATION:** This section shall apply to all full time twelve (12) month employees in
7 the TALC bargaining unit.

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

- 10 1) An employee with less than five (5) years of continuous service shall accrue one
11 day per month (Twelve (12) days per year).
- 12 2) An employee with five (5) years or more of continuous service shall accrue one
13 and one quarter days per month (fifteen (15) days per year).
- 14 3) An employee with ten (10) years or more of continuous service shall accrue one
15 and one half days per month (eighteen (18) days per year).
- 16 4) During days when regular 196 day certified employees are not scheduled to work
17 (non-duty days) twelve (12) month employees may take vacation time without
18 restriction on the number of employees on vacation at any given time.

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

26 (c) Vacation may be granted in increments of one-half the employees work day, provided
27 that the request does not disrupt the operation of the work site. All vacation requests
28 must be submitted to the supervisor at least 24 hours in advance of the requested
29 vacation time. Requests for vacation time of three or more consecutive weeks shall be
30 submitted at least thirty (30) days in advance of the requested vacation time.
31

32 (d) Full time twelve (12) month employees in the TALC bargaining unit, other than those
33 employees at the Department of Juvenile Justice facility, will submit vacation requests
34 between January 1st and March 10th. Each supervisor shall develop and post a vacation
35 schedule by March 31st. Requests for vacation will be granted based on seniority. The
36 supervisor may deny vacation requests that disrupt the operation of the school or
37 department. Vacation requests received after March 10 will be considered on a first-
38 come first-served basis subject to the above rules.
39
40

- 1 (e) Full time twelve (12) month employees in the TALC bargaining unit that are employed
2 at the **Department of Juvenile Justice facility** will submit vacation requests between
3 April 1 and June 30 of each year for vacation leave that will occur from July 1 through
4 June 30 of the following year. Requests for vacation will be granted based on seniority
5 however, requests received after June 30 will be considered on a first-come first-served
6 basis.
7
- 8 (f) An employee may accrue a maximum of forty-five (45) work days of annual leave.
9 Annual leave shall not be granted prior to the time it is earned and shall be used only
10 with the approval of the superintendent upon the recommendation of the employee's
11 supervisor. Upon separation from the Board an employee shall be paid for accrued
12 annual leave as of the date of the separation based on the employee's hourly rate of pay
13 at the time of separation.
- 14 (g) In the case of the death of an employee, payment for accrued annual leave shall be
15 made to the employee's beneficiary of record or if none, to his/her estate.

ARTICLE 14

BENEFITS

1 **14.01 - BOARD PROVIDED BENEFITS:** The Board will provide major medical insurance
2 through the District's medical plan and group term life insurance for all eligible employees.
3 Effective April 1, 2003, the Board will provide major medical insurance through a program
4 offered by BlueCross BlueShield of Florida (BCBS).

5 **14.011 – ELIGIBILITY:** Employees who are regularly scheduled to work thirty (30) or more
6 hours per work week are eligible for Board provided medical and life insurance coverage as
7 described in this article; except that, employees who were employed with the Board as of
8 January 4, 1996, and who were, at that date, and continue to be, regularly scheduled to work
9 twenty (20) or more hours per work week, shall continue to be eligible for Board provided major
10 medical insurance and group term life insurance as described in this article.

11 **14.02 – FLEX CREDITS:** The Board shall contribute the following amounts into Flex Credits
12 for each employee who is eligible for Board-Provided Benefits:

13 (a) \$6,372 for the period March, 2009, through February, 2010 (for Benefit Plan Year
14 April, 2009, through March, 2010);

15 (b) \$6,372 for the period March, 2010, through February, 2011 (for Benefit Plan Year
16 April, 2010, through March, 2011);

17 Flex Credits are to be applied by employees toward the purchase of their own major medical
18 insurance: dependent medical insurance, dental insurance, vision insurance, and/or cancer
19 insurance.

20 The total Board contribution for the benefits listed above shall not exceed the Flex Credits
21 amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex
22 Credits.

23 **14.03 – FLEXIBLE BENEFITS PLAN:** The School District of Lee County shall offer its
24 employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits
25 included in the Flex Plan may be purchased pre-tax through payroll deduction or with Flex
26 Credits.

27 **14.031 – ENROLLMENT:** Enrollment in the Flex Plan is automatic. New employees eligible
28 for benefits have the option to waive participation in the Flex Plan within the first thirty (30)
29 days of employment. Regular employees eligible for benefits are allowed to change their Flex
30 Plan status during the annual enrollment period or within sixty (60) days following a qualified
31 family status change. Enrollment in any individual benefit included in the Flex Plan remains
32 binding until the employee changes his/her benefit election. Such changes may only be made
33 during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or
34 within sixty (60) days (to drop a benefit) following a qualified family status change, and must be

1 made on the appropriate enrollment change form. Changes made during the Open Enrollment
2 period will become effective the first day of the new benefit plan year.

3 **14.032 – FLEXIBLE SPENDING ACCOUNTS:** All eligible employees may participate in
4 optional medical and/or dependent care Flexible Spending Accounts, which allow those
5 employees to pay for qualified medical and dependent care expenses with pre-tax payroll
6 deductions. Flex Credits may not be directed to Flexible Spending Accounts.

7 **14.04 – MAJOR MEDICAL INSURANCE:** The Board will provide major medical insurance
8 through the District’s medical plan to each eligible employee. Effective April 1, 2009, the Board
9 will provide major medical insurance through four BCBS self insured medical plans: the School
10 District of Lee County’s BCBS 903 PPO medical plan, BCBS 706 PPO medical plan, BCBS 118
11 PPO medical plan, and BCBS HMO 10 medical plan. Such coverage shall become effective the
12 first of the month following a forty-five (45) day waiting period from date of employment. The
13 date of employment shall be included as one of the forty-five (45) days.

14 **14.05 – OPTION TO DECLINE BENEFITS:** Employees who can verify evidence of medical
15 insurance coverage shall be allowed to decline coverage under the School District's medical plan.
16 Employees shall receive \$25 per paycheck (24 pay periods) or \$30 per paycheck (20 pay
17 periods) of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer). The
18 Board shall retain the current Flex Credits contribution amount (less the amounts indicated
19 above) the School District's general fund for all employees who decline coverage in FY10. In
20 FY11, the Board shall resume contributions to the District’s self-insured medical fund.

21 The parties agree to re-evaluate this provision during FY10.

22 **14.06 - LIFE INSURANCE:** The Board will provide twenty thousand dollars (\$20,000) of
23 group term life insurance for each eligible employee, with an additional twenty thousand dollars
24 (\$20,000) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the
25 first of the month following a forty-five (45) day waiting period from date of employment. The
26 date of employment shall be included as one of the forty-five (45) days.

27 **14.07 - VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits
28 available to all eligible employees. Employees who participate in voluntary benefits must do so
29 at their own expense or with available Benefit Bank dollars. Voluntary benefits shall be
30 recommended by the Insurance Task Force and approved by the Board.

31 **14.071 – ELIGIBILITY:** Employees who are regularly scheduled to work twenty (20) or more
32 hours per work week are eligible for the optional group voluntary benefits offered by the Board.

33 **14.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in
34 an amount not less than one million dollars (\$1,000,000) per occurrence.

35 **14.09 - INSURANCE TASK FORCE:** Within thirty (30) days after ratification of this
36 agreement by the parties, a joint task force of sixteen (16) members, eight (8) of whom shall be
37 appointed by the Superintendent, including the Chairman, and eight (8) of whom shall be

1 appointed by the Associations, representing all affected bargaining units, shall meet. The joint
2 task force shall review the current insurance programs and workers' compensation issues. It will
3 explore alternatives, improvements, changes, and specifications to the existing insurance
4 programs. In order to be implemented, any committee recommendations that alter the provisions
5 within this agreement or any of the medical plan benefit description documents shall be
6 incorporated by reference in the agreements after they have been ratified by both the Board and
7 the Association.

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

14 **14.10 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be
15 transferred out of the fund without the recommendation of the Insurance Task Force.

ARTICLE 15

COMPENSATION

1 **15.01 - SALARIES:** Effective July 1, 2009, each teacher shall be paid in accordance with the
2 yearly salary schedule shown in (see Appendix). Effective July 1, 2010, increment increases
3 shall only be paid following the ratification of a successor agreement.

4 **15.011 -** Teachers who are employed beyond the 196-day work year, including but not limited to
5 summer school, will be paid on the same hourly rate of pay as received in the school year just
6 completed, exclusive of any supplements paid.

7 **15.012 -** Teachers who, during the 196-day work year, are employed for instruction beyond the
8 defined teacher work day will be paid according to their current hourly rate, exclusive of any
9 supplements paid.

10 **15.013 -** Teacher participation in voluntary workshops or inservice training outside the school
11 year may be paid a Voluntary Training Stipend of \$15 per hour of training.

12 **15.014 – EXPERIENCE CREDIT:** Effective July 1, 2009 experience credit shall be
13 determined as provided in the following provision. Experience credit shall be determined using
14 the step conversion table in (see Appendix). A maximum of ten (10) years experience in out-of-
15 state public schools, state colleges and universities, U.S. government schools for dependents,
16 public school in the American Virgin Islands, Guam, American Samoan Islands, and Puerto Rico
17 shall be allowed for salary credit. All years experience in Florida public school districts outside
18 of Lee County shall be recognized for salary credit. To be eligible, creditable experience must
19 have been attained after the person held a valid teaching certificate and a four-year degree except
20 when specified otherwise by Florida certification rules. Documentation of experience credit
21 shall be provided to the District’s Personnel Department within 120 calendar days of the
22 employee’s first day of employment. Failure to provide such documentation within 120 days of
23 the employee’s first day of employment will result in experience credit being granted from the
24 date of submission of the documentation.

25 **15.015 - FOR SPEECH PATHOLOGISTS:** Experience credit shall be determined using the
26 step conversion table in (see Appendix). One year of salary credit shall be granted to speech
27 pathologists for each year of related experience in public or private agencies serving children and
28 families. A maximum of ten (10) years out-of-state experience or sixteen (16) years in-state
29 experience or any combination thereof which does not exceed sixteen (16) years shall be
30 permitted.

31 **15.016 - FOR SCHOOL SOCIAL WORKERS, SCHOOL COUNSELORS, SCHOOL**
32 **PSYCHOLOGISTS, OCCUPATIONAL THERAPIST AND PHYSICAL THERAPIST:**
33 Experience credit shall be determined using the step conversion table in (see Appendix). One
34 year of salary credit shall be granted to school social workers, school counselors and school
35 psychologists for each year of related experience in public or private agencies serving children
36 and families up to a maximum of three (3) years.

1 **15.017 - FOR ROTC INSTRUCTORS:** Experience credit shall be determined using the step
2 conversion table in (see Appendix). ROTC instructors initially employed prior to July 1, 1993,
3 shall be placed on the salary schedule at the appropriate experience level based on actual
4 teaching experience as defined above or six (6) years of experience credit for military service, or
5 an experience credit in accordance with the District agreement with the military, whichever is
6 greater. ROTC instructors initially employed after July 1, 1993, shall be paid a salary equivalent
7 to the pay they would receive on active duty minus army retirement pay currently received, or
8 starting teacher salary, whichever is higher. Additionally, instructors who hold advanced degrees
9 would be compensated for those advanced degrees in accordance with the current teacher salary
10 schedule. Those instructors who hold a Florida Teaching Certificate, and teach at least two (2)
11 non-ROTC classes shall be placed on the salary schedule at the appropriate experience level
12 based on actual teaching experience as defined above or six (6) years experience credit for
13 military service, or an experience credit in accordance with the District agreement with the
14 military, whichever is greater.

15 **15.018 -** For advancement to a higher salary level, the effective date shall be the date of
16 completion of all requirements for the degree as stated on official documentation or registrar
17 confirmation. Such advancement shall be initiated upon the receipt of said documentation in the
18 Personnel Office.

19 **15.019 – FY10 COMPENSATION BONUS:** During the 2009 – 2010 contract year, the District
20 will set aside funds in anticipation of a revenue shortfall. Should funds remain available after the
21 fourth calculation, these funds will be set aside for additional compensation to be paid to eligible
22 employees by the end of the 2010 school year as follows:

- 23 (a) If the shortfall fund is \$27 million and above, eligible employees will receive a
24 compensation bonus equal to 2% of the employee's base pay.
- 25 (b) If the shortfall fund is between \$26.9 million and \$10 million, eligible employees will
26 receive a compensation bonus equal to 1% of the employee's base pay.
- 27 (c) If the shortfall fund is below \$10 million, employees will receive no additional
28 compensation.

29 The shortfall fund will be set aside no later than July 1, 2009. TALC will receive a monthly
30 update regarding the status of the shortfall fund at District Labor Management. All full-time
31 TALC employees employed during the pay period of the bonus and who have been employed for
32 at least one day more than half of the school year will receive the bonus.

33 **15.02 – PAY DELIVERY:** Teachers will receive an initial pay check reflecting an amount equal
34 to the pay period rate multiplied by the percentage of the days worked in the initial pay period,
35 not to exceed a full pay period rate of pay. Thereafter, paychecks representing a full pay period
36 rate based on the employee's annual salary will be issued semi-monthly. In the initial year of
37 implementation of PeopleSoft (FY10) the balance of contract shall be issued on the last
38 scheduled payday for the employee's work year. In January 2010, employees with direct deposit
39 will be given the opportunity to select an option to have the balance of contract pay issued
40 throughout the summer in the following school year (FY11) by selecting the 24 pays over 12

1 months option (24/12). Employees with direct deposit who select the 24/12 option, will receive
2 semi-monthly paychecks during the summer months instead of receiving the balance due on the
3 final paycheck.

4 **15.021** - Teachers employed in summer school shall be paid on the last work day in June
5 provided the teacher has worked at least five (5) days in June, and was assigned prior to the pre-
6 established personnel cut-off date for processing activity for the current pay period. Teachers
7 who are assigned after the personnel cut-off date and who work at least five (5) days during June
8 shall be paid no later than the middle-of-the-month payroll in July for all days worked through
9 June 30 in the summer school program. Otherwise, paychecks will be delivered on the last
10 scheduled pay date in July and the balance paid on the middle-of-the-month payroll in August.
11 The summer school director will notify, by telephone, all teachers who will not receive a check
12 on the last day in June. Verification of telephone notification will be confirmed to the teacher in
13 writing.

14 **15.022** - When the 15th or last day of the month falls on a weekend or holiday, checks will be
15 issued on the last scheduled work day prior to the weekend or holiday.

16 **15.023** - Paychecks will be delivered in a manner that ensures confidentiality. Upon written
17 request, an employee shall receive his/her paycheck in an envelope.

18 **15.03 - DIRECT DEPOSIT:** Employees may be paid by automatic direct deposit upon
19 completion of an application available from the school site or the Personnel Office. If an
20 employee terminates direct deposit, he/she may not re-enroll for one calendar year from the date
21 of termination. Employees hired on or after July 1, 2005 shall be paid by automatic direct deposit
22 for all jobs held in the District.

23 **15.04 - SUPPLEMENTS:** Each year eligible teachers shall be paid a salary supplement in
24 accordance with the supplemental salary schedule shown in (see Appendix). No teacher shall
25 receive more than three (3) supplements, excluding the position of Athletic Trainer. Any request
26 beyond three (3) supplements must be approved by the Superintendent and the TALC President.

27 **15.05 - SUPPLEMENTAL POSITIONS:** Those supplemental positions designated on the
28 salary schedule as countywide shall be advertised in the District Employment Opportunities no
29 later than May 15 of each school year. The deadline for applications shall be ten (10) working
30 days after the date of publication. Any athletic position listed on the salary schedule supplement
31 which cannot be filled by a faculty member of the team's school shall be advertised in the
32 District Employment Opportunities. The deadline for applications shall be ten (10) working days
33 after the date of publication. Each principal shall post a list of supplemental positions allocated to
34 that school for the subsequent school year until all positions have been filled. Supplements will
35 not be paid until ratification of the contract covering the school year during which the
36 supplement is provided, or September 30, whichever is earlier, with the exception of the
37 following supplements: school counselor, agriculture teacher, school social worker, exceptional
38 student education teacher, speech-language pathologist, detention center teacher, school
39 psychologist and ROTC, curriculum/technology specialist (elementary), teacher-on-special
40 assignment, and environmental education center resource teacher.

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

7 The head coach and varsity assistant coaches shall be paid \$100 per week for coaching any or all
8 of the defined work week during FHSAA sponsored post-season events. The post season athletic
9 week shall be defined as Monday through Saturday for supplement calculation purposes. The
10 TALC salary supplement shall be signed by the employee, the Principal, and the
11 Athletic/Activities Director. The Athletic/Activities Director shall maintain records to monitor
12 and authorize payment of the post-season supplements.

13 **15.06 - Legislative Bonus Programs:** The parties agree to implement the three bonus programs,
14 including the Advanced Placement Test, Critical Shortage, and Alternative School bonuses if
15 funded and any others developed in the future. The Labor/Management Committee will develop
16 and implement by memorandum of understanding all Legislative Bonus Programs.

17 **15.07 – SUBSTITUTE COVERAGE:** When no substitute is available for an absent teacher
18 another teacher may be assigned to cover the class as follows:

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

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

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

27 (d) At the elementary level, when students are added to a class, the teacher will be
28 compensated based on the percentage of the absent teacher’s total class enrollment
29 added to the covering teacher’s class.

30 (e) Teachers who do not have a regularly assigned classroom will be compensated at the
31 regular rate for the actual student contact time covered.

32 (f) School Counselors, Technology Specialists and Media Specialists shall be given one
33 (1) continuous planning/conference time of not less than one instructional period per
34 day for the purposes of receiving substitute coverage compensation.

35 **15.08 – READING ENDORSEMENT INCENTIVE:** Teachers who obtain their reading
36 endorsement after July 1, 2006, and teach an intensive reading course at the secondary level

1 (middle and high school) shall be eligible for a supplement of \$500. Determination of an
2 assignment in intensive reading shall be made through course identification in accordance with
3 the Florida Course Code Directory or by the principal.

4 **15.081 – TUITION REIMBURSEMENT FOR COURSEWORK LEADING TO**
5 **CERTIFICATION IN A CORE ACADEMIC SUBJECT:** Teachers who take coursework
6 toward obtaining certification or re-certification in a Core Academic Subject after July 1, 2006,
7 will be eligible to apply for tuition reimbursement. Tuition reimbursement will be for no more
8 than 6 semester hours per year. The amount of tuition reimbursement awarded will be
9 commensurate with the average credit cost of tuition at a Florida state university. Tuition
10 reimbursement will occur on a first-come, first-served basis until funds are no longer available.
11 The process for awarding eligible applicants tuition reimbursement will be developed and
12 monitored by District Labor Management.

13 **15.082 – REIMBURSEMENT FOR TESTING FEES TOWARD ACQUIRING**
14 **CERTIFICATION IN A CORE ACADEMIC SUBJECT:** Teachers who complete state
15 required certification tests toward obtaining certification or re-certification in a Core Academic
16 Subject after July 1, 2006, will be eligible to apply for reimbursement for testing fees.
17 Reimbursement will be for the cost of the test only and will be distributed on a first-come, first-
18 served basis until funds are no longer available. The process for awarding eligible applicants for
19 testing fee reimbursement will be developed and monitored by District Labor Management.

ARTICLE 16

PARTICIPATORY DECISION MAKING

1 **16.01 - CONCEPT:** The parties to the Agreement endorse the concept of providing
2 opportunities for teachers to participate in decisions that affect their classroom, school or
3 department.

4 **16.02 – CONTRACT DEVIATION:** Schools that choose to participate in a Participatory
5 Decision Making program shall be permitted to deviate from Article 5, Teaching Conditions; and
6 Article 6, Provision 6.01, Teacher Authority and Protection of this Agreement. All other terms
7 and conditions of this Agreement shall not be altered, modified or deviated from except with the
8 express written consent of the Association. If a Participatory Decision Making program requires
9 a deviation from the Agreement, the decision making process shall include an opportunity for all
10 teachers to share their opinion. Such a decision shall not be implemented in any school without
11 at least an 80% concurrence of the teachers.

12 **16.03 – SCHOOL COMMITTEES:** Teachers that serve on Participatory Decision Making
13 committees in individual schools will be selected by the teachers in that school by secret ballot
14 counted by the Association’s designated representative(s) and the Board representative(s).

15 **16.04 – PARAMETERS FOR PARTICIPATORY DECISION MAKING:** The TALC and
16 District Labor Management Committee shall review the parameters for decision making to
17 include but not be limited to budgets, instructional materials, personnel, and curriculum design.

18 **16.05 – OPTION FOR SCHOOLS TO DISCONTINUE:** Each participating school shall
19 establish procedures whereby employees within the school may choose not to continue in the
20 program for an ensuing year. Such procedures shall be forwarded to the TALC and District
21 Labor Management Committee prior to initiating the procedures for discontinuation of
22 Participatory Decision Making.

23 **16.06 – WAIVERS:** All schools can request a waiver of contract language. The TALC and
24 District Labor Management committee shall develop a process for waivers of contractual
25 provisions. Prior to implementation of any waiver it must be reviewed and approved by a
26 committee consisting of District representatives and representatives of the TALC Executive
27 Board and by the School Board. The waiver process shall include an opportunity for all teachers
28 to review the waiver, share their opinion regarding the deviations requested and to vote by secret
29 ballot. Such a waiver decision shall not be implemented in any school without at least an 80%
30 concurrence of the teachers. The Association’s designated representative(s) and the District’s
31 representative(s) shall count the ballots.

ARTICLE 17

ALCOHOL AND DRUG-FREE WORKPLACE

1 **17.01** - No employee shall possess, consume, be under the influence of (as defined by the
2 prevailing legal limit) or sell alcoholic beverages or manufacture, distribute, dispense, possess or
3 use, on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or
4 any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. §812),
5 and as further defined by regulations at 21 CFR 13001.11 through 1300.15, or by Florida
6 Statutes, Chapter 893.

7 **17.02** - “Workplace” is defined as the site for the performance of work done in connection with
8 the duties of an employee of The School Board of Lee County. That term includes any place
9 where the work of the School District is performed, including a building or other school
10 premises; any school-owned vehicle or any other school-approved vehicle used to transport
11 students to and from school or school activities; and off-school property during any school-
12 sponsored or school-approved activity, event or function (such as a field trip, workshop, or
13 athletic event). The workplace does not include duty-free time at conventions or workshops at
14 which students are not present.

15 **17.03** - As a condition of employment, each employee shall:

16 (a) abide by the terms of this article and

17 (b) notify the appropriate administrator of any arrest/charges involving the sale and/or
18 possession of drugs within 48 hours of any such arrest/charge.

19 **17.04** - The Lee County School Board shall take one of the following actions, within thirty (30)
20 days of receiving such notice, with respect to any employee who is so convicted:

21 (a) require such an employee to participate satisfactorily in a drug abuse assistance or
22 rehabilitation program approved for such purposes by a federal, state or local health,
23 law enforcement, or other appropriate agency, or

24 (b) if the employee fails to participate satisfactorily in such program, the employee may be
25 non-renewed or his or her employment may be suspended or terminated, at the
26 discretion of the School Board, or

27 (c) take appropriate personnel action against such an employee, up to and including
28 termination.

29 **17.05:** No employee shall be required to submit to drug or alcohol testing without reasonable
30 suspicion except as otherwise required by law or this agreement. All drug and alcohol testing
31 shall be conducted in accordance with District policy and procedures for drug and alcohol
32 testing.

1 **17.06:** Possession or use of prescription drugs by an employee for which he/she holds the
2 prescription is exempt from this section.

3 **17.07:** Employees who perform duties which require the disposition or confiscation of alcoholic
4 beverages or controlled substances are exempt from this section when performing those specified
5 duties.

6 **17.08:** Employee assistance will be available through the Personnel Department and the
7 Employee Assistance Program.

8 **17.09 - ALCOHOL AND DRUG-FREE WORKPLACE TASK FORCE:** Prior to any
9 changes in the drug/alcohol testing program, a joint task force of sixteen (16) members, eight (8)
10 of whom shall be appointed by the Superintendent, including the Chairman, and eight (8) of
11 whom shall be appointed by the Association. The purpose of the joint task force is to develop
12 policies and procedures for the implementation of any drug/alcohol testing performed in the
13 District, to comply with the collective bargaining agreement and/or federal/state laws or
14 regulations.

ARTICLE 18

MISCELLANEOUS

1 **18.01** - The Board and the Association acknowledge that during the negotiations which resulted
2 in this Agreement, each had the unlimited right and opportunity to make demands and proposals
3 with respect to any subject or matter not removed by law from the area of collective bargaining,
4 and that the understandings and agreements arrived at by the parties after exercise of that right
5 and opportunity are set forth and solely embodied in this Agreement. The Board and the
6 Association agree, therefore, that the other shall not be obligated to negotiate or bargain
7 collectively with respect to any subject or matter whether referred to herein or not except as
8 otherwise specifically required in this Agreement even though such objects or matters may not
9 have been within the knowledge or contemplation of either or both of the parties at the time they
10 negotiated or signed this Agreement.

11 **18.02- LABOR MANAGEMENT COMMITTEE:** The committee shall meet on a regularly
12 scheduled basis to assure the successful implementation of the labor contract.

13 **Membership:** Shall be four (4) members, two (2) from management and two (2) from labor, and
14 any additional members (ad hoc) that either party may add for a specific purpose.

15 **PURPOSE:** To carry out a successful implementation of the contract. This committee shall be
16 responsible for the coordination of all other contractual committees and task forces. Contractual
17 committees, task forces, and any other ad hoc committees established for a specific purpose by
18 the Labor Management Committee shall make every reasonable effort to avoid meeting during
19 student contact time, while recognizing the need in some cases to meet during the regular work
20 day.

21 **18.03** - The terms and conditions of this Agreement may be altered, changed, added to, deleted
22 from, or modified only through the voluntary mutual consent of the Parties in a written and
23 signed amendment executed according to the provisions of this Agreement.

24 **18.04** - Should any article, section or clause of this Agreement be declared illegal by a court of
25 competent jurisdiction or as a result of state or federal legislation which validly affects the
26 enforceability or application of such article, section or clause, the parties shall meet to modify
27 such article, section or clause to the extent necessary to bring it into legal compliance. The
28 remaining articles, sections and clauses shall remain in full force and effect for the duration of
29 this Agreement.

30 **18.05** - The Association agrees that it shall not authorize, sanction, condone, engage in or
31 acquiesce in any strike as defined in Florida Statutes 447.203. It further agrees that should any
32 such violations occur as defined above, the Association shall be subject to such penalties as
33 determined under Florida Statutes 447.507.

34 **18.06** - Copies of this Agreement shall be printed by the Board within thirty (30) days after
35 ratification by the parties. The Board shall distribute sixty (60) copies to the Association and one
36 (1) copy to each teacher under contract with the Board or to each teacher to whom a contract has
37 been offered.

ARTICLE 19

DURATION, ACCEPTANCE AND REOPENING OF AGREEMENT

1 **19.01** - This Agreement shall be effective upon ratification by the bargaining unit and the Board.

2 **19.02** - The length of this contract is one (1) year (2009 – 2010). The parties agree to commence
3 negotiations for a successor agreement no later than March 1, 2010. The parties agree to use the
4 Interest Based process. The Labor/Management Committee shall meet in February 2010 to
5 determine the design, training and schedule for bargaining. Bargaining Unit team members shall
6 receive temporary duty leave as required for these purposes.

7 **19.21 Terms of the Contract:** The terms of the Contract are for one year, provided in the
8 event the legislative funding for FY10 is inadequate to fund, or is in excess of the economic
9 provisions of this agreement, the parties agree to reopen the economic provisions of the
10 agreement, if formally requested by either party, to negotiate an appropriate percentage
11 increase/decrease.

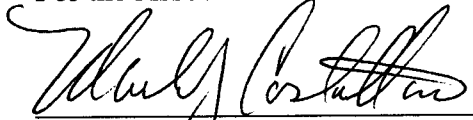
12 **19.03** - This Agreement, together with all the terms, conditions and effects thereof, shall expire
13 on June 30, 2010, and in no event shall any other provisions of this Agreement contravene the
14 expiration of this Agreement.

2009 – 2010
TALC Collective Bargaining Agreement


This Agreement is signed this 16th day of June, 2009.

In Witness Whereof:

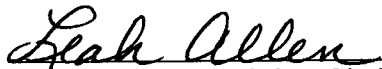
For the Association:



Mark J. Castellano, President

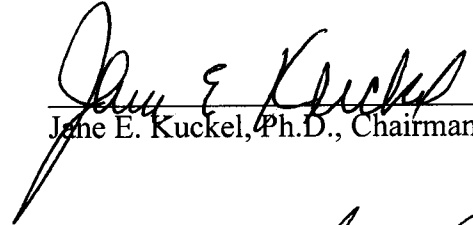


Donna M. Mutzenard, Executive Director
Chief Negotiator




Leah Allen, Bargaining Chairman


For the Board:



Jane E. Kuckel, Ph.D., Chairman



James W. Browder, Ed.D.
Superintendent



Gregory K. Adkins, Ed.D.
Chief Negotiator

APPENDIX

2009-10 INSTRUCTIONAL SALARY SCHEDULE

| For new employee placement, salary years of experience completed at the end of 2008-2009 | Converts to Pay Step | Base Salary for Bachelors Degree | Salary for Masters Degree | Salary for Specialist Degree | Salary for Doctorate Degree |
|---|-----------------------------|---|----------------------------------|-------------------------------------|------------------------------------|
| | | Pay Grade 1 | Pay Grade 2 | Pay Grade 3 | Pay Grade 4 |
| 0, 1, 2 | 1 | \$38,192 | \$40,692 | \$42,192 | \$43,192 |
| 3, 4, 5, 6 | 2 | \$38,957 | \$41,457 | \$42,957 | \$43,957 |
| 7 | 3 | \$39,900 | \$42,400 | \$43,900 | \$44,900 |
| 8 | 4 | \$41,285 | \$43,785 | \$45,285 | \$46,285 |
| 9, 10 | 5 | \$42,672 | \$45,172 | \$46,672 | \$47,672 |
| 11, 12, 13 | 6 | \$44,056 | \$46,556 | \$48,056 | \$49,056 |
| 14, 15 | 7 | \$45,442 | \$47,942 | \$49,442 | \$50,442 |
| 16, 17 | 8 | \$46,826 | \$49,326 | \$50,826 | \$51,826 |
| 18, 19 | 9 | \$48,449 | \$50,949 | \$52,449 | \$53,449 |
| 20 | 10 | \$50,072 | \$52,572 | \$54,072 | \$55,072 |
| 21, 22 | 11 | \$51,696 | \$54,196 | \$55,696 | \$56,696 |
| | 12 | \$53,257 | \$55,757 | \$57,257 | \$58,257 |
| 23 | 13 | \$55,697 | \$58,197 | \$59,697 | \$60,697 |
| 24 | 14 | \$57,183 | \$59,683 | \$61,183 | \$62,183 |
| 25 or greater | 15 | \$59,941 | \$62,441 | \$63,941 | \$64,941 |

APPENDIX

2009-10 SUPPLEMENTAL SALARY SCHEDULE

ACADEMIC / ADMINISTRATIVE

| | |
|--|---------|
| Academic Coach (Elementary) 1 per school | \$525 |
| Academic Coach (Middle School and High School): 7 per school. Mathematics, Science, Social Studies, Language Arts, Foreign Language, Forensics and 1 Non-departmental | \$710 |
| Assistant Academic Coach (High School) | \$295 |
| Administrative Designee | \$330 |
| Department Chairperson (High School and Middle School): (number of full-time instructional units* per department) | |
| 1-3 | \$525 |
| 4-6 | \$735 |
| 7-9 | \$945 |
| 10 or more | \$1,155 |
| District Science Fair Director | \$1,225 |
| School Based Science Fair Director | |
| Elementary | \$285 |
| Middle | \$415 |
| High | \$415 |
| District Subject Area Specialist | \$2,100 |
| Equity Coordinator: | |
| 1-10 full-time instructional units per school | \$280 |
| 11-20 full-time instructional units per school | \$325 |
| 21-30 full-time instructional units per school | \$360 |
| 31-up full-time instructional units per school | \$435 |
| ESE Contact Person (Elementary) * | |
| 1-3 full-time ESE instructional units per school | \$565 |
| 4-6 full-time ESE instructional units per school | \$700 |
| 7-9 full-time ESE instructional units per school | \$900 |
| 10+ full-time ESE instructional units per school | \$1,100 |
| ESOL Contact Person | |
| By student contact: | |
| 0-100 | \$600 |
| 101-200 | \$700 |
| 201-300 | \$800 |
| 301 + | \$1,000 |

| | |
|--|---------|
| Faculty Environmental Education Coordinator: | |
| 1-10 full-time instructional units per school | \$230 |
| 11-20 full-time instructional units per school | \$270 |
| 21-30 full time instructional units per school | \$305 |
| 31-up full-time instructional units per school | \$375 |
| Grade Level Chairperson (Elementary) (Regular Classroom - exclusive of school counselor, ESE, etc.) | \$630 |
| Specials Chairperson (1 per Elementary School) | \$630 |
| Peer Teacher | \$325 |
| Safety-Security Supervisor | \$665 |
| Supplements per school based on enrollment: | |
| Elem. Up to 500 = 1 | |
| 501 – 1,000 = 2 | |
| Above 1,000 = 3 | |
| Middle Up to 500 = 1 | |
| 500 - 1,000 = 2 | |
| Above 1,000 = 3 | |
| High Up to 1,799 = 2 | |
| Above 1,799 = 3 | |
| School Safety Patrol Supervisor (Elementary School) | \$285 |
| School Improvement Plan (SIP) Coordinator (if elected) | \$525 |
| School In-Service Representative (based on total staff) | |
| 0-50 | \$160 |
| 51-100 | \$210 |
| 101 and up | \$265 |
| Team Leader (Middle School) (number of full-time instructional units* per department) | |
| 1-3 | \$525 |
| 4-6 | \$735 |
| 7-9 | \$945 |
| 10 or more | \$1,155 |
| Testing Coordinator (1 per school) (to include Hospital Homebound Coordinator) | \$1,000 |
| Web Master | \$200 |

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

Note: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule.

ACTIVITIES / CLUBS

| | |
|---|---------|
| Broadcast/Television Advisor (High School) | \$300 |
| Class Sponsor (High School) | |
| Senior | \$800 |
| Junior | \$800 |
| Sophomore | \$300 |
| Freshman | \$300 |
| Community Service Club Advisor | |
| High School (2 per school) | \$200 |
| Middle School (1 per school) | \$200 |
| Future Educators of America Sponsor (High School) | \$405 |
| Interest Club Sponsor (Examples: Scholars Club, Foreign Language, SADD, etc.) High School, Middle School, and Elementary School Supplements per school based on enrollment. | |
| Up to 400 1 | \$100 |
| 401 – 800 2 | \$100 |
| 801 – 1200 3 | \$100 |
| 1201 – 1600 4 | \$100 |
| 1601 – 2000 5 | \$100 |
| 2001 – 2400 6 | \$100 |
| Literary Magazine Advisor (High School) | \$655 |
| National Honor Society Advisor (High School) | \$400 |
| National Junior Honor Society Advisor (Middle School) | \$200 |
| Newspaper Advisor (High School) | \$735 |
| Newspaper Advisor (Middle School) | \$420 |
| Student Council Sponsor (High School) | \$1,000 |
| Student Council Sponsor (Middle School) | \$600 |
| Yearbook Advisor (High School) | \$970 |
| Yearbook Advisor (Middle School) | \$540 |
| Yearbook Advisor (Elementary School) | \$370 |
| Vocational/Technical Club Sponsor (Examples: VICA, FBLA, DECA, Skills USA, HOSA, etc.) (High School 1 per-school) | \$605 |

Note: All schools will receive exactly one supplement for each position listed unless it is clearly indicated to the contrary in the schedule

ARTS

| | |
|---|---------|
| Art Director | \$300 |
| Assistant Band Director (High School Only) | \$755 |
| Associate Band Instructor (Band Director from same school cannot apply for this position.) | \$600 |
| Band Director | |
| High School | |
| Tier A | \$2,000 |
| Tier B. | \$2,500 |
| Tier C | \$3,000 |
| Middle School | |
| Tier A | \$800 |
| Tier B | \$1,100 |
| Tier C | \$1,500 |
| Choral Director: | |
| High School | |
| Tier A | \$800 |
| Tier B | \$1,100 |
| Tier C | \$1,500 |
| Middle School | |
| Tier A | \$545 |
| Tier B | \$900 |
| Dance (Arts Schools Only) | |
| Elementary | \$500 |
| Middle | \$1,000 |
| High | \$1,500 |
| Director of Drama (High School) | |
| Tier A | \$900 |
| Tier B | \$1,200 |
| Tier C | \$1,500 |
| Director of Drama (Middle School) | \$600 |
| Director of Drama (Elementary School) | \$245 |
| Elementary Music Director | \$500 |
| Orchestra & Strings Teacher | |
| Strings Director | |
| Tier A | \$870 |
| Tier B | \$1,200 |

ATHLETICS

HIGH SCHOOL

| | |
|---|---------|
| Athletic/Activities Director | \$4,000 |
| Baseball | \$2,205 |
| Assistant Baseball | \$1,544 |
| Basketball | \$2,315 |
| Assistant Basketball | \$1,544 |
| Cheerleading (one supplement for each season – fall, winter) | |
| Varsity | \$1,134 |
| Junior Varsity | \$793 |
| Freshman | \$683 |
| Cross-Country | \$1,271 |
| Football: | |
| Regular Season | \$3,035 |
| Spring Practice | \$1,050 |
| Assistant Football | |
| Regular Season | \$1,874 |
| Spring Practice | \$593 |
| Golf | \$1,271 |
| Soccer | \$2,205 |
| Assistant Soccer | \$1,544 |
| Softball | \$2,205 |
| Assistant Softball | \$1,544 |
| Swimming | \$2,205 |
| Tennis | \$1,271 |
| Track | \$2,205 |
| Assistant Track | \$1,544 |
| Trainer (two for each season – fall, winter, spring) (one for one additional season) | |
| Assistant Trainer | \$1,300 |
| Athletic Trainer | \$1,500 |
| <p>(All trainers must meet the qualifications found in 1012.48 F.S. Trainers cannot serve as coaches or assistant coaches during any season for which they receive a trainer supplement.) TALC provision 15.04 does not apply to the Athletic Trainer position.</p> | |
| Volleyball | \$2,205 |

| | |
|----------------------|---------|
| Assistant Volleyball | \$1,544 |
| Wrestling | \$2,205 |
| Assistant Wrestling | \$1,544 |

At the conclusion of a sport's regular season, if the season is extended for FHSAA sponsored events, the coach and varsity assistant coaches shall be paid \$100 per week for the post-season period.

MIDDLE SCHOOL

| | |
|--|---------|
| District Intramural Athletic Director (1) | \$3,300 |
| Assistant District Intramural Athletic Director (2). | \$500 |

(These three positions must comprise one person representing each zone)

| | |
|-------------------------------|---------|
| Intramural Director | \$2,030 |
| Intramural Assistant Director | \$970 |

| | |
|--|-------|
| Head Coach (Boys Basketball, Girls Basketball, Boys Soccer, Girls Soccer, Boys Track, Girls Track, Boys Volleyball, Girls Volleyball, Cross-Country, Golf and Tennis) | \$730 |
|--|-------|

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

SPECIAL INSTRUCTIONAL*

| | |
|--|--------------------|
| Agriculture Teacher | \$1,285 |
| Curriculum/Technology Specialist (Elementary School) | \$880 |
| Detention Center Teacher | \$665 |
| ESE Teacher (excluding Speech-Language Pathologist) | \$700 |
| School Counselor | \$810 |
| Resource Teacher, Environmental Education Center | \$1,045 |
| ROTC Instructor | \$665 |
| School Psychologist | \$2,500 |
| School Social Worker | \$1,820 |
| Speech-Language Pathologist with Certificate of Clinical Competency | \$1,575 \$1,950 |
| Teacher-on-Special-Assignment | \$1,325 |

*Supplements are attached to these positions.

APPENDIX

MEMORANDUM OF UNDERSTANDING

This document shall constitute a Memorandum of Understanding between the Teachers Association of Lee County (TALC) and The School District of Lee County “the parties” relating to non-classroom, instructional positions.

Any member of the Teacher Association of Lee County bargaining unit who does not fall under Florida Statute 1012.33 shall fall under the following guidelines:

During the first three years of employment the District may choose not to renew an employee’s contract at the end of the employee’s contractual year. After three years of successful employment, no employee’s contract shall be non-renewed without just cause.

Agreed to:

Teachers Association of Lee County

The School District of Lee County

Signature on file

Mark J. Castellano Date
President

Signature on file

James W. Browder, Ed.D. Date
Superintendent

Signature on file

Gregory K. Adkins, Ed.D. Date
Chief Negotiator

APPENDIX

**THE TEACHERS ASSOCIATION OF LEE COUNTY (TALC)
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
GRIEVANCE REPORT FORM**
(See Article 4 for details)

Name of person(s) filing grievance:

School/Department: _____ Job Classification: _____

Address: _____ Home Phone: _____

Name of person grievance filed with:

A. Date cause of grievance occurred:

B. Specific contract provision grieved, article(s) and section(s):

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:

Copies to: Immediate Supervisor, Superintendent, Union, Grievant

THE SCHOOL DISTRICT OF LEE COUNTY
FINAL PERFORMANCE ASSESSMENT - INSTRUCTIONAL

School: _____ Loc #: _____ School Year: _____
 Teacher: _____ Position: _____

H= High Performing S= Satisfactory N=Needs Improvement U= Unsatisfactory

Criteria marked N or U require additional documentation. The assessor is encouraged to supplement this form with narrative comments below or as an attachment describing examples of exceptional performance.

| I. PLANNING AND PREPARATION (Point Values: H =4 , S=2 , N= 1.5, U=0) | Self-Evaluation | | | | Administrative Evaluation | | | |
|---|-----------------|---|---|---|---------------------------|---|---|---|
| | H | S | N | U | H | S | N | U |
| a. Plans effective lessons consistent with State and District curriculum frameworks. | | | | | | | | |
| b. Identifies lesson objectives appropriate for the level of achievement of individual students based on curriculum goals. | | | | | | | | |
| c. Selects appropriate resource materials and activities related to effective lesson objectives and various groups of students. | | | | | | | | |
| d. Sequences the use of materials and activities for effective lesson presentation. | | | | | | | | |
| II. PROFESSIONAL BEHAVIORS (Point Values: H =4 , S=2 , N= 1.5, U=0) | H | S | N | U | H | S | N | U |
| a. Adheres to State, District and School policies and procedures. | | | | | | | | |
| b. Develops and implements an Individual Professional Development Plan that aligns with the School Improvement Plan. | | | | | | | | |
| c. Is punctual in reporting to school and in carrying out school assignments. | | | | | | | | |
| d. Observes confidentiality relating to students, teachers and school. | | | | | | | | |
| e. Performs with a minimum of supervision. | | | | | | | | |
| f. Communicates effectively with students and other stakeholders to increase student achievement. | | | | | | | | |
| g. Works cooperatively and supportively with the school staff. | | | | | | | | |
| h. Demonstrates logical thinking and makes practical decisions. | | | | | | | | |
| i. Makes suggestions and offers criticism with discretion. | | | | | | | | |
| j. Responds reasonably to and acts appropriately upon constructive criticism. | | | | | | | | |
| k. Engages in self-assessment and participates in professional development activities. | | | | | | | | |
| III. TECHNIQUES OF INSTRUCTION (Point Values: H =6 , S=3 , N=2.5 , U=0) | H | S | N | U | H | S | N | U |
| a. Demonstrates knowledge of subject matter. | | | | | | | | |
| b. Uses instructional time efficiently, while employing the principals of continual quality improvement in an instructional setting with students. | | | | | | | | |
| c. Maintains an academic focus. | | | | | | | | |
| d. Differentiates instruction. | | | | | | | | |
| e. Presents subject matter effectively, using technology where appropriate and available, while using appropriate skills and strategies that promote the creative/critical thinking capabilities of students. | | | | | | | | |
| f. Gives directions in clear, concise manner | | | | | | | | |
| g. Uses appropriate questioning techniques. | | | | | | | | |
| h. Uses students' responses/amplifies/gives feedback. | | | | | | | | |
| i. Checks for comprehension during instruction. | | | | | | | | |
| j. Holds students accountable for and gives appropriate feedback on seatwork/homework. | | | | | | | | |
| k. Circulates and assists students. | | | | | | | | |
| l. Uses effective traditional and alternative assessment procedures that provide for student differences. | | | | | | | | |
| m. Uses supportive data to arrive at a grade or indication of student progress, and uses technology to manage systems of instruction, recordkeeping, and reporting systems where appropriate and available. | | | | | | | | |
| IV. MANAGEMENT OF LEARNING ENVIRONMENT (Point Values: H =6 , S=3 , N=2.5 , U=0) | H | S | N | U | H | S | N | U |
| a. Establishes and maintains standards for acceptable student behavior. | | | | | | | | |
| b. Maintains instructional momentum. | | | | | | | | |
| c. Stops misconduct using effective, appropriate techniques. | | | | | | | | |
| d. Exhibits consistency when dealing with student behavior. | | | | | | | | |
| e. Enhances and maintains students' self-esteem. Uses praise effectively. | | | | | | | | |
| f. Monitors students to remain on task, focused and effectively engaged. | | | | | | | | |
| g. Uses and maintains equipment and classroom property/inventory. | | | | | | | | |
| V. INSTRUCTIONAL EFFECTIVENESS (Point Values: H = 10, S= 6, N=4.5 , U=0) | H | S | N | U | H | S | N | U |
| a. Promotes academic learning that results in improved student performance. | | | | | | | | |
| b. Makes data driven decisions regarding student performance. | | | | | | | | |

ASSESSMENT PTS:

(+) BONUS PTS:

(=) TOTAL PTS:

FOCUS AREAS FOR CONTINUED DEVELOPMENT

ADMINISTRATOR'S COMMENTS AND/OR SUGGESTIONS:

ASSESSMENT POINTS:

Signature of Administrator: _____

Date: _____

Signature of Teacher: _____

Date: _____

(My signature does not necessarily imply agreement with the assessment, but acknowledges that I have discussed it with the assessor.)

APPENDIX

THE SCHOOL DISTRICT OF LEE COUNTY
FINAL PERFORMANCE ASSESSMENT- INSTRUCTIONAL
Bonus Points Checklist

School: _____ **Loc #:** _____ **School Year:** _____

Teacher: _____ **Position:** _____

Maximum of five (5) bonus points per component. To receive credit, documentation must be provided to support each indicator checked.

District/National Leadership Component

- Bargaining Team Member
- Coordinator of a District-wide project (e.g. District Science Fair, Art Shows, All County Music)
- District/State/National Committee or Task Force member (e.g. Student Assignment Committee, SWFTEC)
- Participant in District Project (e.g. curriculum writing, textbook review)
- Presenter at a District, State or National Conference
- District Level Staff Trainer/Facilitator
- School Improvement Plan Participant
- Active TALC Representative
- District Advisory Committee Member
- School Oriented Community Organization Member
- Site Safety Coordinator
- Other Explain: _____

School Involvement Component

- SAC Chairperson/Member
- School Level Leadership Team/Grade Level or Department Chairperson
- Committee Member
- School District Advisory Committee Representative
- Peer Teacher
- Leader/Coordinator of School-based Initiative (e.g. Odyssey of the Mind, School History/Science Fair Coordinator, All County Events/Performances, Trip Coordinator)

Awards and Recognition Component

- School-based Award
- District, Local, Community Award
- Regional Award
- State Award
- National Award

Professional Development Component

List a minimum of three (3) staff development trainings completed in the past school year.

- Training title: _____
- Training title: _____
- Training title: _____
- Training title: _____
- Training title: _____

Total Bonus Points (1 point per indicator checked): _____

Signature of Administrator: _____

Date: _____

Signature of Teacher: _____

Date: _____

APPENDIX
The School District of Lee County
PROFESSIONAL DEVELOPMENT PLAN

| | | | |
|---|------------------|-------------|------------------------------|
| Teacher Name | Signature | Date | School |
| Administrator Name | | | |
| Goal (s) Statement (Based on Student Achievement Needs and Accomplished Practices) | Signature | Date | Strategies |
| | | | Documentation Methods |
| | | | Dates |
| END-OF-YEAR OUTCOMES: | | | |
| <hr/> <hr/> <hr/> | | | |
| <i>(Attach additional page if necessary)</i> | | | |

ORIGINAL: Personnel CANARY: Assessor PINK: Teacher

MIS 777 S(8/99)A

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FY11 NCLB TALC STAFFING GUIDELINES

The use of this guideline document by schools and Personnel Services will facilitate hiring and assignment decisions that reflect continuous progress toward 100% compliance.

| Scenario | School Status | Is Subject Area Assignment OK for FY11? | | | Required Action for Conditional OK's |
|--|-----------------------|---|---|---|--|
| | | In-field (I/F) & Highly Qualified (HQ) | Out-of-field (OF) | Not Highly Qualified (NHQ) | |
| | | | | | School |
| ANNUAL CONTRACT: Reappointment to <u>same</u> assignment (For which you have an allocated position) | Title I & Non-Title I | OK | Conditional OK Only if State's annual OF requirements are met. | Conditional OK Only if evidence of good faith effort ¹ . Only with prior approval. | At reappointment time If OF for FY11: --Collect completed OF memo from teacher with evidence of compliance ³ . --Submit above with recommendation form. --If requirements not met, non-reappoint. If NHQ for FY11: --Secure from teacher evidence of good faith effort ¹ . --Revise existing HQ plan to reflect achieving HQ status in acceptable timeframe ² . --Complete request for approval with good faith effort documented as rationale. --Submit above with recommendation form if reappointment is desired. --If not approved, non-reappoint or reassign to HQ area. |
| ANNUAL CONTRACT: Reappointment to <u>different</u> assignment (For which you have an allocated position) | Non-Title I | OK | Conditional OK Only if any previous OF requirements were met; Only with OF agreement & prior approval | Conditional OK Only with plan to become HQ in acceptable timeframe ² . Only with prior approval. | At reappointment time If OF for FY11: --If OF in previous year, collect completed OF memo from teacher with evidence of compliance ³ . Submit with recommendation form. --Complete new OF agreement. --Submit new agreement with recommendation form if reappointment is desired. --Submit request for approval if reappointment is desired. --If not approved, non-reappoint or reassign to HQ area. --If approved, submit PAF reflecting assignment change. If NHQ for FY11: --Document plan to become HQ in acceptable timeframe ² . --Complete request for approval with rationale. --Submit above with recommendation form if reappointment is desired. --If not approved, non-reappoint or assign to HQ area. --If approved, submit PAF reflecting assignment change. |
| | Title I | OK | Not Permitted | Not Permitted | |

¹ "Good faith effort"

- Completion of and/or registration for reading endorsement modules or reading college coursework might represent good faith effort.
- Having taken or being registered for appropriate subject area exam might represent good faith effort.
- No attempt to fulfill previous HQ teacher plan shows lack of good faith effort.

² "Acceptable timeframe" considerations:

- Because computer-based tests are available every day, consider requiring HQ status within 30 days of assignment. Otherwise, perhaps deadline should be prior to FTE week or by end of probationary period. Possible exception: those who need a full year to complete Reading endorsement.
- For accountability, include achievement of HQ status in the PDP.

³ Out-of-field memos were distributed 03/01/10 with form for teacher to complete showing completion of annual requirements. Compliance action that is in progress and will be completed during the summer is acceptable.

FY11 TALC STAFFING GUIDELINES

| Scenario | School Status | Is Subject Area Assignment OK for FY11? | | | Required Action for Conditional OK's |
|--|-----------------------|---|---|---|---|
| | | In-field (I/F) & Highly Qualified (HQ) | Out-of-field (OF) | Not Highly Qualified (NHQ) | School |
| CC/PSC: Continuation in <u>same</u> assignment | Title I & Non-Title I | OK | Conditional OK Only if State's annual OF requirements are met. | Conditional OK Only if evidence of good faith effort ¹ . Only with prior approval. | At assignment time If OF for FY11: --Collect completed OF memo from teacher with evidence of compliance ³ . --Submit above to Personnel. --If requirements not met, reassign to I/F area or surplus. If NHQ for FY11: --Secure from teacher evidence of good faith effort ¹ . --Revise existing HQ plan to reflect achieving HQ status in acceptable timeframe ² . --Complete request for approval with good faith effort documented as rationale. --Submit above to Personnel. --If not approved, reassign to HQ area or surplus. |
| CC/PSC: Change to <u>new</u> assignment | Non-Title I | OK | Conditional OK Only if any previous OF requirements were met; Only with OF agreement & prior approval | Conditional OK Only with plan to become HQ in acceptable timeframe ² . Only with prior approval. | At assignment time If OF for FY11: --If OF in previous year, collect completed OF memo from teacher with evidence of compliance ³ . --Complete new OF agreement. --Submit above to Personnel. --If not approved, assign to I/F area or surplus. --If approved, submit PAF reflecting assignment change. If NHQ for FY11: --Document plan to become HQ in acceptable timeframe ² . --Complete request for approval with rationale. --Submit above to Personnel. --If not approved, assign to HQ area or surplus. --If approved, submit PAF reflecting assignment change. |
| | Title I | OK | Not Permitted | Not Permitted | |

¹ "Good faith effort"

- Completion of and/or registration for reading endorsement modules or reading college coursework might represent good faith effort.
- Having taken or being registered for appropriate subject area exam might represent good faith effort.
- No attempt to fulfill previous HQ teacher plan shows lack of good faith effort.

² "Acceptable timeframe" considerations:

- Because computer-based tests are available every day, consider requiring HQ status within 30 days of assignment. Otherwise, perhaps deadline should be prior to FTE week or by end of probationary period. Possible exception: those who need a full year to complete Reading endorsement.
- For accountability, include achievement of HQ status in the PDP.

³ Out-of-field memos were distributed 03/01/10 with form for teacher to complete showing completion of annual requirements. Compliance action that is in progress and will be completed during the summer is acceptable.

FY11 TALC STAFFING GUIDELINES

| Scenario | School Status | Is Subject Area Assignment OK for FY11? | | | Required Action for Conditional OK's School |
|--|---------------|---|---|---|--|
| | | In-field (I/F) & Highly Qualified (HQ) | Out-of-field (OF) | Not Highly Qualified (NHQ) | |
| TRANSFER IN from other school to <u>same</u> assignment | Non-Title I | OK | Conditional OK Only if State's annual OF requirements are met. | Conditional OK Only if evidence of good faith effort ¹ . Only with prior approval. | If OF for FY11: --Check with Personnel to see that any previous OF requirements were met. --If requirements not met, assignment not allowable. If NHQ for FY11: --Secure from teacher evidence of good faith effort ¹ . --Revise existing HQ plan to reflect achieving HQ status in acceptable timeframe ² . --Complete request for approval with good faith effort documented as rationale. --Submit above to Personnel. --If not approved, assignment not allowed. |
| | Title I | OK | Not Permitted | Not Permitted | |
| TRANSFER IN From other school to <u>new</u> assignment | Non-Title I | OK | Conditional OK Only if any previous OF requirements were met; Only with OF agreement & prior approval. | Conditional OK Only with plan to become HQ in acceptable timeframe ² . Only with prior approval. | If OF for FY11: --Check with Personnel to see that any previous OF requirements were met. --If requirements not met, assignment not allowable. If NHQ for FY11: --Document plan to become HQ in acceptable timeframe ² . --Complete request for approval with rationale. --Submit above to Personnel. --If not approved, assignment not allowed. |
| | Title I | OK | Not Permitted | Not Permitted | |
| NEW HIRE | Non-Title I | OK | Conditional OK Only with OF agreement & prior approval. If rehire, only if any previous OF requirements were met. | Conditional OK Only with plan to become HQ in acceptable timeframe ² . Only with prior approval. | If OF for FY11: --If rehire, check with Personnel to see that any previous OF requirements were met. If not, OF hire not allowable. --Complete OF agreement. --Submit request for approval. --If not approved, hire not allowed. If NHQ for FY11: --Document plan to become HQ in acceptable timeframe ² . --Complete request for approval with rationale. --Submit above to Personnel. --If not approved, assignment not allowed. |
| | Title I | OK | Not Permitted | Not Permitted | |

¹ "Good faith effort"

- Completion of and/or registration for reading endorsement modules or reading college coursework might represent good faith effort.
- Having taken or being registered for appropriate subject area exam might represent good faith effort.
- No attempt to fulfill previous HQ teacher plan shows lack of good faith effort.

² "Acceptable timeframe" considerations:

- Because computer-based tests are available every day, consider requiring HQ status within 30 days of assignment. Otherwise, perhaps deadline should be prior to FTE week or by end of probationary period. Possible exception: those who need a full year to complete Reading endorsement.
- For accountability, include achievement of HQ status in the PDP.

³ Out-of-field memos were distributed 03/01/10 with form for teacher to complete showing completion of annual requirements. Compliance action that is in progress and will be completed during the summer is acceptable.



**School District of Lee County
Personnel Services**

**2010 – 2011
Assessment Timeline
IMPORTANT DEADLINES**

| | |
|---------------|---|
| September 20 | Out-of-Field documents due to Personnel |
| October 1 | Out-of-Field Parent Notifications, dated <u>on or before</u> October 1 (send copy to Robert Brown, Internal Auditing Department) |
| October 11-15 | FTE Week (Survey 2) |
| October 22 | End of Quarter 1 |
| November 10 | TALC employees deadline to inform of assessment criteria and procedures (Article 10.01) |
| December 1 | TALC contractual deadline for PDP and Summative completion (Annual Contract teachers must have 2 Summative Observations per year.) |
| December 10 | Last day to submit name to HR for 97-day probationary release |
| January 20 | End of Quarter 2 |
| January 21 | TALC 97 th day |
| February 1 | Out-of-Field Parent Notifications, dated <u>on or before</u> February 1 (send copy to Robert Brown, Internal Auditing Department) |
| February 7-11 | FTE Week (Survey 3) |
| March 1 | TALC – SPALC deadline to post Seniority lists |
| March 25 | End of Quarter 3 |
| April 1 | SPALC deadline for Final Assessment completion |
| May 1 | SPALC deadline for Non-Reappointment notice to employees |
| May 10 | TALC deadline for Final Performance Assessments, PDP's TALC – SPALC Employment Status forms due to Personnel |
| May 15 | TALC deadline to post Supplemental positions |
| June 10 | End of Quarter 4 |
| June 10 | TALC deadline to provide tentative teaching assignment in writing |

RTTT Career and Technical Education STEM Program Descriptions

| | |
|---|---|
| Program Title | Biomedical Science |
| CTE Courses and Descriptions | <p>8708110: Principles of the Biomedical Sciences-provides an introduction to the biomedical sciences through exciting “hands-on” projects and problems. Student work involves the study of human medicine, research processes and an introduction to bio-informatics.</p> <p>8708120: Human Body Systems- engages students in the study of the processes, structures and interactions of human body systems. Important biomedical concepts in the course include: communication, transport of substances, locomotion, metabolic processes, identity, and protection.</p> <p>8708130: Biomedical Interventions- curriculum for this course has not been finalized by Project Lead The Way ®</p> <p>8708140: Biomedical Science Research- curriculum for this course has not been finalized by Project Lead The Way ®</p> |
| Integrated Core Course(s) | Biology |
| Teacher Certification(s) | Biology 1 @2 Reg Nurse G Med Prof G Paramedic @7 G |
| Industry Certification(s) | Certified LabVIEW Associate Developer (CLAD) |
| Number of Articulated Credits | None presentably available |
| Implementation Costs | <p><u>Start Up for a classroom of 20 students:</u></p> <p>Computer Equipment and Software Purchases:</p> <ul style="list-style-type: none"> • Computers: \$13,189 • Printer and Projector: \$2,547 • Inspiration Software 10-Licenses: \$465 <p style="text-align: right;"><i>Total: \$16,201</i></p> <p>Laboratory Equipment and Supplies (for the first 3 of 4 courses):</p> <ul style="list-style-type: none"> • Furniture: \$420 • Lab Equipment: \$27,469 • Glassware and Plasticware: \$928 • Models: \$8,004 • General Tools and Supplies: \$2,984 • Chemicals and Consumables: \$4,954 <p style="text-align: right;"><i>Total: \$44,759</i></p> <p>Recurring Costs:</p> <ul style="list-style-type: none"> • LabVIEW Software (25 seats): \$1,000 • LabVIEW Software (100 seats): \$2,400 • School Participation Fee: \$2,000 <p style="text-align: right;"><i>Total: \$5,400</i></p> <p style="text-align: right;">Overall Total \$66,360</p> |
| Recommended Feeder Program/Course(s) | None at present |

RTTT Career and Technical Education STEM Program Descriptions

| | | | | | | | | | | | |
|--|--|---|--------------------|---|--------------------|----------------------|-------------------|---|-----------------|--|-----------------------|
| Program Title | Environmental Resources - 8113000 | | | | | | | | | | |
| CTE Courses and Descriptions | <p>8106810 Agriscience Foundations I* – designed to develop competencies in the areas of agricultural history and the global impact of agriculture; career opportunities; scientific and research concepts; biological and physical science principles; environmental principles; agriscience safety; principles of leadership; and agribusiness, employability, and human relations skills in agriscience. Laboratory-based activities are an integral part of this course. These include the safe use and application of appropriate technology, scientific testing and observation equipment. <i>(*Meets graduation requirement for a science credit with a lab component and is a core credit for college admission)</i></p> <p>8106850 Agricultural Biotechnology 2 – developed as a core and is designed to develop competencies in the areas of agricultural biotechnology, scientific investigation, laboratory safety, scientific and technological concepts; and the fundamentals of biotechnology.</p> <p>8113010 Environmental Resources 3 – designed to develop competencies in the areas of water resources, native flora and fauna, Florida ecosystems, soil characteristics, and collecting, recording and analyzing data.</p> <p>8113020 Environmental Resources 4 – designed to develop competencies in the areas of land management, weather systems, wildlife programs, commodity and non-commodity resources, sustainable agriculture and environmental research.</p> | | | | | | | | | | |
| Integrated Core Course(s) | Biology | | | | | | | | | | |
| Teacher Certification(s) | AGRICULTUR 1 @2 | | | | | | | | | | |
| Industry Certification(s) | Applicable industry certification is currently under development by industry and will be available for implementation | | | | | | | | | | |
| Number of Articulated Credits | None at this time | | | | | | | | | | |
| Implementation Costs* *Program Specialist can provide detailed cost descriptions Total does not include facility cost | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Laboratory Materials (Lab kits, sterilizers, lab equipment, etc.)</td> <td style="text-align: right; vertical-align: bottom;">\$45,028.62</td> </tr> <tr> <td>Technology (Computer Mainstream/Printers AV/Projection/Whiteboard)</td> <td style="text-align: right; vertical-align: bottom;">\$12,448.97</td> </tr> <tr> <td>Lab Furniture</td> <td style="text-align: right; vertical-align: bottom;">\$8,832.83</td> </tr> <tr> <td>Miscellaneous (First aide kit, refrigerator w/ice maker, etc)</td> <td style="text-align: right; vertical-align: bottom;">\$818.26</td> </tr> <tr> <td></td> <td style="text-align: right;">TOTAL \$67,128</td> </tr> </table> | Laboratory Materials (Lab kits, sterilizers, lab equipment, etc.) | \$45,028.62 | Technology (Computer Mainstream/Printers AV/Projection/Whiteboard) | \$12,448.97 | Lab Furniture | \$8,832.83 | Miscellaneous (First aide kit, refrigerator w/ice maker, etc) | \$818.26 | | TOTAL \$67,128 |
| Laboratory Materials (Lab kits, sterilizers, lab equipment, etc.) | \$45,028.62 | | | | | | | | | | |
| Technology (Computer Mainstream/Printers AV/Projection/Whiteboard) | \$12,448.97 | | | | | | | | | | |
| Lab Furniture | \$8,832.83 | | | | | | | | | | |
| Miscellaneous (First aide kit, refrigerator w/ice maker, etc) | \$818.26 | | | | | | | | | | |
| | TOTAL \$67,128 | | | | | | | | | | |
| Recommended Feeder Program/Course(s) | <p>Introduction to Agriscience Orientation to Agriscience Exploration of Agriscience</p> <p>*Agriscience Foundations (a high school course) is currently offered in some districts at the middle school level (would be an earned high school credit)</p> | | | | | | | | | | |

RTTT Career and Technical Education STEM Program Descriptions

| | |
|---|--|
| Program Title | Engineering Technology 8607000 |
| CTE Courses and Descriptions | <p>This three-course, project-based program provides students with a foundation of knowledge and technically oriented experiences in the study of engineering technologies, their effect upon our lives, and the nature of engineering, design, and problem-solving techniques and methodologies. The content and activities also support building safety, teamwork, and leadership skills. This program focuses on transferable skills and stresses understanding and demonstration of the technological tools, machines, instruments, materials, processes and systems in the engineering field.</p> <p>8600570 Engineering Technology I 8600670 Engineering Technology II 8601770 Engineering Technology III</p> <p>Students completing the program are encouraged to complete the Advanced Applications in Technology program (8601900), a capstone opportunity to develop a school-based project from "vision" to "reality". Working in teams, students design, engineer, manufacture, construct, test, redesign, test again; and then produce a finished "project". This involves applying both technical and academic knowledge and skills to be successful.</p> |
| Integrated Core Course(s) | Algebra 1 |
| Teacher Certification(s) | Technology Education (TECH ED 1@2) Engineering 7 G (ENG 7 G) Engineering Technology 7 G (ENG TEC 7 G) |
| Industry Certification(s) | Autodesk Certified Associate - AutoCAD (ADESK016) Autodesk Certified Associate - AutoCAD Civil 3D (ADESK018) Autodesk Certified Associate - Inventor (ADESK019) Autodesk Certified Associate - Revit Architecture (ADESK020) Autodesk Certified Professional - AutoCAD (ADESK021) Autodesk Certified Professional - Inventor (ADESK024) Certified LabVIEW Associate Developer (CLAD) (NINSC001) Certified Solidworks Associate (CSWA) (SOLID001) Certified Solidworks Professional (CSWP) (SOLID002) Mastercam Certified Programmer Mill Level I (CNCSI001) |
| Number of Articulated Credits | None. |
| Implementation Costs | <p>Startup Costs (approximate): \$120,000 This is a turnkey 20-seat estimate and includes computers, software, peripheral equipment, furniture, course-specific equipment, textbooks, and training for one teacher. This estimate does not include any instructional technology items such as smart boards, computer projection devices, etc.</p> <p>Recurring Costs (approximate): \$8,000 This includes software lease renewals and replacement consumables.</p> |
| Recommended Feeder Programs/Course | None currently available |

PRESS RELEASE

Lee County Public Schools

Communications Department

Phone: 239-461-8420 Fax: 239-337-8505

www.leeschools.net



Date: September 24, 2010

Contact: Kimberly Verblaauw, Assistant Principal, Mariner High School, 239-772-3324

SUBJECT: **PROJECT LEAD THE WAY**

Imagine rearranging the molecules of your blood to fight off deadly diseases? Or analyzing DNA samples. These and countless other life-changing innovations are taking shape in labs, test tubes and on computer screens by scientists around the world. But they all have one thing in common. They all come from imaginative thinking.

Right now, there's a classroom at **Mariner High School** where over 40 students are beginning to dream up tomorrow's wonders – a space of imagination, innovation and learning in the Innovation Zone in the Principles of Biomedical Science class. Mariner High is the first in Lee County to offer our students the opportunity to participate in Project Lead the Way Biomedical Science Program.

With the assistance of Adult and Career Education, Mariner High has initiated strategies to integrate science, technology, engineering, and mathematics career pathways for our students. Project Lead the Way Biomedical Sciences program is an integrated high school program divided into four sections, each section building upon the previous. Students interested in math, science and the human body find the PLTW Biomedical Sciences program a great introduction to numerous medical fields, as well as teaching them how the skills they will learn are used in the biomedical sciences.

Project Lead the Way Biomedical Sciences augments existing high science and math college preparatory programs to establish a solid background in biomedical sciences. Project Lead the Way is a nationally-approved method of increasing STEM classes in schools as part of educational reforms suggested by the stimulus-funded national Race to the Top Program.

###

Vision: To Be A World-Class School System

MARINER HIGH
Master Schedule

for calendar: 2010-2011
for term: Semester 1 2010-2011

MS: MHS 2010-2011 2, MSID 1968

| | Per 1 | Per 2 | Per 3 | Per 4 | Per 5 | Per 6 | Per 7 | Per 8 |
|------------------------------|--|--|--|--|--|--|--|--|
| GORDON DOLORES 492175259 | 15063200-11 HOPE-PE 031 26/36 | 15063200-9 HOPE-PE 031 32/36 | - | 15063200-10 HOPE-PE 031 37/36 | 15063200-12 HOPE-PE 031 32/36 | 15063200-13 HOPE-PE 031 35/36 | 15063200-8 HOPE-PE 031 38/36 | 15063200-7 HOPE-PE 031 35/36 |
| HAMILTON SARAH 188361426 | 13013100-1 MUS APPREC 027 26/27 | 13023300-2 BAND IV 010 1/30 | 13003300-1 AP MUS THEOR 027 18/25 | 13024200-1 INSTRU TECH 010 19/25 | - | 13023300-1 BAND IV 010 6/50 | - | 13053300-1 EURHYTHMICS 010 4/40 |
| HAMILTON SARAH 188361426 | - | 13023100-2 BAND II 010 2/30 | - | - | - | 13023200-1 BAND III 010 20/50 | - | 13053000-1 EURHYTHMICS 010 11/40 |
| HAMILTON SARAH 188361426 | - | 13023200-2 BAND III 010 1/30 | - | - | - | 13023000-1 BAND I 010 10/50 | - | 13053100-1 EURHYTHMICS 010 6/40 |
| HAMILTON SARAH 188361426 | - | 13023000-2 BAND I 010 24/30 | - | - | - | 13023100-1 BAND II 010 12/50 | - | - |
| HARRIS JAMES 821705132 | - | 21023100-3 ECON 343 28/25 | 21023100-5 ECON 343 28/25 | 21023100-1 ECON 343 25/25 | 17003000-4 RESEARCH I 343 21/30 | 17003000-1 RESEARCH I 343 28/30 | 17003000-3 RESEARCH I 343 32/30 | 17003000-2 RESEARCH I 343 34/30 |
| HELLMAN MICHELL 733969363 | 2000320P-5 Bio I H PreA 281 24/25 | 2000320P-4 Bio I H PreA 281 14/25 | 2000320P-3 Bio I H PreA 281 28/25 | 8708110-1 BIO SCIENCE 281 23/30 | 2000320P-100 Bio I H PreA 281 28/25 | 8708110-2 BIO SCIENCE 281 20/30 | - | - |
| HERB VICTORIA 100202633 | - | - | 84171000-1 HEALTH SCIEN 357 24/34 | - | 84171000-2 HEALTH SCIEN 357 20/34 | 84171100-2 HEALTH SCIEN 357 19/25 | 84171710-1 FIRST RESP 3 357 5/30 | 84171100-1 HEALTH SCIEN 357 23/25 |
| HORODOWICH KATH 725122559 | - | 10013100-8 ENG I 153 23/25 | 89090100-2 TCHR ASST 1 153 25/33 | 1001320P-1 Eng I HPreAP 153 23/25 | 89090100-1 TCHR ASST 1 153 18/33 | 10013100-1 ENG I 153 25/25 | 10013100-2 ENG I 153 25/25 | 1001320P-5 Eng I HPreAP 153 24/25 |
| HUNTER PHYLLIS 136861279 | COS0002V-1 Cosm/Hair VPI LAB 1/10 | COS0002V-2 Cosm/Hair VPI LAB 1/10 | COS0002V-3 Cosm/Hair VPI LAB 1/10 | COS0002V-4 Cosm/Hair VPI LAB 1/10 | COS0002V-5 Cosm/Hair VPI LAB 1/10 | COS0002V-6 Cosm/Hair VPI LAB 1/10 | COS0002V-7 Cosm/Hair VPI LAB 1/10 | COS0002V-8 Cosm/Hair VPI LAB 1/10 |

11/3/2010

MARINER HIGH
Master Schedule

for calendar: 2010-2011
for term: Semester 2 2010-2011

MS: MHS 2010-2011 2, MSID 1968

| | Per 1 | Per 2 | Per 3 | Per 4 | Per 5 | Per 6 | Per 7 | Per 8 |
|------------------------------|--|--|--|--|--|--|--|--|
| GORDON DOLORES 492175259 | 15063200-11 HOPE-PE 031 25/36 | 15063200-9 HOPE-PE 031 33/36 | - | 15063200-10 HOPE-PE 031 36/36 | 15063200-12 HOPE-PE 031 32/36 | 15063200-13 HOPE-PE 031 37/36 | 15063200-8 HOPE-PE 031 37/36 | 15063200-7 HOPE-PE 031 33/36 |
| HAMILTON SARAH 188361426 | 13013100-1 MUS APPREC 027 25/27 | 13023000-2 BAND I 010 22/30 | 13003300-1 AP MUS THEOR 027 18/25 | 13024200-1 INSTRU TECH 010 19/25 | - | 13023100-1 BAND II 010 12/50 | - | 13053100-1 EURHYTHMICS 010 6/40 |
| HAMILTON SARAH 188361426 | - | 13023200-2 BAND III 010 1/30 | - | - | - | 13023000-1 BAND I 010 10/50 | - | 13053300-1 EURHYTHMICS 010 4/40 |
| HAMILTON SARAH 188361426 | - | 13023300-2 BAND IV 010 1/30 | - | - | - | 13023300-1 BAND IV 010 6/50 | - | 13053000-1 EURHYTHMICS 010 11/40 |
| HAMILTON SARAH 188361426 | - | 13023100-2 BAND II 010 2/30 | - | - | - | 13023200-1 BAND III 010 20/50 | - | - |
| HARRIS JAMES 821705132 | 21023100-9 ECON 343 25/25 | - | 21023100-2 ECON 343 20/25 | 21023100-4 ECON 343 25/25 | 17003000-4 RESEARCH I 343 21/30 | 17003000-1 RESEARCH I 343 28/30 | 17003000-3 RESEARCH I 343 32/30 | 17003000-2 RESEARCH I 343 34/30 |
| HELLMAN MICHELL 733969363 | 2000320P-5 Bio I H PreA 281 24/25 | 2000320P-4 Bio I H PreA 281 14/25 | 2000320P-3 Bio I H PreA 281 28/25 | 8708110-1 BIO SCIENCE 281 23/30 | 2000320P-100 Bio I H PreA 281 28/25 | 8708110-2 BIO SCIENCE 281 20/30 | - | - |
| HERB VICTORIA 100202633 | - | - | 84171000-1 HEALTH SCIEN 357 24/34 | - | 84171000-2 HEALTH SCIEN 357 20/34 | 84171100-2 HEALTH SCIEN 357 19/25 | 84171710-1 FIRST RESP 3 357 4/30 | 84171100-1 HEALTH SCIEN 357 22/25 |
| HORODOWICH KATH 725122559 | - | 10013100-8 ENG I 153 24/25 | 89090100-2 TCHR ASST 1 153 23/33 | 1001320P-1 Eng I HPreAP 153 23/25 | 89090100-1 TCHR ASST 1 153 17/33 | 10013100-1 ENG I 153 25/25 | 10013100-2 ENG I 153 25/25 | 1001320P-5 Eng I HPreAP 153 24/25 |
| HUNTER PHYLLIS 136861279 | COS0002V-1 Cosm/Hair VPI LAB 1/10 | COS0002V-2 Cosm/Hair VPI LAB 1/10 | COS0002V-3 Cosm/Hair VPI LAB 1/10 | COS0002V-4 Cosm/Hair VPI LAB 1/10 | COS0002V-5 Cosm/Hair VPI LAB 1/10 | COS0002V-6 Cosm/Hair VPI LAB 1/10 | COS0002V-7 Cosm/Hair VPI LAB 1/10 | COS0002V-8 Cosm/Hair VPI LAB 1/10 |

11/3/2010

Final Scope of Work Feedback Form - October Submission

LEA Name: Lee

Section A

Question #1: Describe the LEA's comprehensive reform plan that connects and coordinates all of the assurance areas. Include (a) how the reform plan will support the state's Theory of Action, (b) how the reform plan will contribute to the state's student achievement goals, and (c) the LEA's current status with respect to the various reform elements, including strengths and challenges.

approved

Official Feedback

Good measurable local goals - strong support for Florida's Theory of Action.

REVISIONS by Lee: Page 1 - Removed language from minority student performance goals so they read "...will increase at a greater rate per year," than non-minority student performance.

Completion of Form (A)1. LEA Student Goals and Measures

needs improvement

Official Feedback

Though not noted on Form (A)1, the district did set goals for student achievement, closing the achievement gap, and additional goals in Section (A)(1) narrative. The 2015 goals for high school graduation rate, college going rate, and college credit earning rate mirror the state goals. The district used a standard growth rate for the graduation rate (3.1 percentage points per year) to meet the 85% goal in 2015. The district may want to consider different rates of growth for the early years of RTTT (e.g., more gradual) compared to the later years (e.g., more accelerated).

REVISIONS by Lee: Pages 13, 14 & 15 - Noted goals for student achievement, closing the achievement gap, and additional goals in Form (A)1. Explanation – Lee used a standard growth rate for graduation because that is what is already reflected in Lee's district strategic plan.

The district goal for minority student performance is to increase at the same rate as all students or greater. To narrow the achievement gap for minority students, a more accelerated growth rate is necessary (not simply the "same as").

REVISIONS by Lee: Page 1 - Removed language from minority student performance goals so they read "...will increase at a greater rate per year," than non-minority student performance. Pages 13, 14 & 15 reflect greater rates for minority growth than for non-minority growth.

District's goal of more than doubling the percent of 9th graders who eventually earn at least a year's worth of college credit exceeds the state goal and is commendable.

REVISIONS by Lee: NONE

*Additionally, the district needs to update their computation of the percent of 9th graders who eventually earn at least a year's worth of college credit. The numbers are incorrect, given the goals they've set. The bottom row reflects the product of the graduation rate, the college going rate, and the college credit earning rate. So, for example, for the class of 2005, the percent of 9th graders who eventually earned at least a year's worth of college credit is $58\% * 49\% * 61\% = 17\%$. Therefore the numbers for the last row should read, 2006: 19%; 2007: 20%; 2008: 23%; 2009: 25%; 2010: 28%; 2011: 31%; 2012: 34%; 2013: 37%; 2014: 40%; and 2015: 44%.*

REVISIONS by Lee: Page 17 – Updated computation of the percent of 9th graders who eventually earn at least a year's worth of college credit based on State provided numbers above.

Question #2: Provide a detailed LEA-wide management plan for implementing Race to the Top, including:

- **Involvement of all stakeholders**
- **Identification of the leadership/management team(s)**
- **Strategies for monitoring implementation**
- **An overall implementation timeline**
- **A summary budget is required for all years of the grant period**

needs improvement

Official Feedback

The chart is very helpful, but are the stakeholders the same as the district leadership team? Are they responsible for monitoring? If not, this response should include information on leadership team (list by title) and strategies for monitoring implementation. How are parents and the public included as stakeholders?

REVISIONS by Lee: Page 3 – Identified district leadership team by position. Pages 4 & 6 - Added activities to reflect how parents and public are included as stakeholders in the chart and strategies for monitoring implementation through the creation of Goal Teams that will monitor progress toward implementation and work toward goals.

Since the State's single sign-on solution will not be ready until the end of Year One, Lee cannot meet MOU Criterion 5 timeline of December 2010.

REVISIONS by Lee: Page 7 – This activity was moved on the timeline to July 2011.

What does the column "Timeline" refer to? On some it seems to be a starting point. On others it seems to be the entire duration necessary to accomplish the activities.

REVISIONS by Lee: Page 4 – The timeline refers to the date of first implementation & any reoccurrences.

A budget summary with dollar amounts by year is needed.

REVISIONS by Lee: Page 8 – Added budget summary with dollar amounts by year

Question #3: Indicate steps that the LEA will take to evaluate progress in implementing the project (in addition to participating in the statewide evaluation efforts).

approved

Official Feedback

It is commendable that the evaluation plan includes the use of student performance data.

Question #4: Provide an overview of how the LEA will ensure sustainability of RTTT reforms beyond the grant period.

needs improvement

Official Feedback

It is unclear what the numbered list refers to. What does "none noted in work plan table" refer to?

REVISIONS by Lee: Pages 9, 10 - This section was, unintentionally, submitted with internal notes included. The numbering has been removed as well as the comments regarding work plan tables.

Question #5: Describe how other funding sources will be integrated with Race to the Top funds during the four-year grant period.

approved

Section B

Expand Lesson Study - (B)(3)1.

n/a

Expand STEM Career and Technical Program Offerings - (B)(3)4.

needs improvement

Official Feedback

No indication of what programs are being looked at for implementation or baseline data to support allocated workplan budget. Overall budget could be more clear - update workplan to match overall budget detail.

REVISIONS by Lee: Pages 20, 21 – Information on implementation or baseline data is included in the Project Budget Summary and Supporting Narrative section (see table).

Increase Advanced STEM Coursework - (B)(3)5.

needs improvement

Official Feedback

No baseline data or indication of planned courses. Budget appears to be for implementation of AVID which is not an accelerated STEM course but does support student preparedness for success in accelerated courses. What will implementation of student accelerated courses look like?

REVISIONS by Lee: Pages 25-27 – Baseline data and planned courses have been included in new tables. Any reference to AVID has been removed so as not to confuse the reviewer.

Bolster Technology for Improved Instruction and Assessment - (B)(3)6.

approved

Official Feedback

The LEA may want to consider including the district Assessment Coordinator in the Key Personnel for this section.

The LEA may want to consider including supporting activities which include analysis of survey data and planning for technology purchases.

REVISIONS by Lee: Pages 28, 29 – The Director of Accountability, Research & Continuous Improvement has been included in key personnel. Activities have been added that include collection and analysis of data to assist with the planning of technology purchases and with additional support provided by RTTT funded Technology Specialists (Instructional Technologists) beginning in year 2.

Section C

Improve Access to State Data - (C)(2)

needs improvement

Official Feedback

Deliverable 1:

·Activity b seems better suited for C3(i) and (iii) Work Plan Table.

Deliverable 2:

·Activity a: Is this referring to participation in the Single Sign-on Committee?

Deliverable 3:

·Activity a is unnecessary as it is the same as the previous Deliverable. Please remove the activity.

Supporting Narrative:

·It is fine that Lee budgeted a consultant, but please keep in mind the State has not definitively decided on using ADFS for single sign-on. This will be determined during Year one.

REVISIONS by Lee: Pages 31, 32 – Deliverable 1, activity b was removed. Deliverable 2, activity a was clarified, including some additional language in the supporting narrative. Deliverable 3, activity a was removed.

Use Data to Improve Instruction - (C)(3)(i) and (iii)

needs improvement

Official Feedback

Deliverable 1:

·The baseline of this report is due 12/31/10 (2nd quarter of Year 1) and then the report is due annually thereafter. This means you should have an X in 2nd quarter and each year after.

·Please provide only a single row of X's for the deliverable. While we recognize that parts of the report will be applicable at varying times, this deliverable will always be due each year. Activities can indicate when the various parts will be applicable.

REVISIONS by Lee: Page 34 – X's were placed according to feedback.

Section D

Provide Support for Educator Preparation Programs - (D)(1)(ii)

needs improvement

Official Feedback

Activities are appropriately detailed and demonstrate planning. District should clarify the following:

- since activities to complete the plan for mentor qualifications are carried out through the 4th quarter, deliverable date should coordinate with this timeframe.

- include the list of cooperating institutions

REVISIONS by Lee: Page 38 – Deliverable dates have been carried through the 4th quarter in order to coordinate with the timeframe referenced in related activities. Cooperating institutions have been included in the narrative portion of the plan.

Improve Teacher and Principal Evaluation Systems - (D)(2)(i)-(iii)

needs improvement

Official Feedback

District's narrative reflects the district's commitment to improved evaluation systems as described in the RTTT MOU. Budget is provided to support improved student assessments. To improve this work plan, supporting activities should outline when the district intends to address student growth measures and groups of teachers not associated with state assessments to meet the grant target of at least 80% of teachers receiving improved evaluations.

REVISIONS by Lee: Pages 45-47 – To improve this work plan supporting activities were added which outline how the District intends to address student growth measures and groups of teachers associated and not associated with state assessments to meet the grant target of at least 80% of teachers receiving improved evaluations. In many cases, examples were utilized supporting activities from the Strong Work Tables provided by the State as a model for these revisions. Included in this document is the District's plan to phase in different student assessments by implementation year as well as the hiring of computer programmers to accomplish the work of integrating the student assessment data into the

Teacher Appraisal system. The intent to conduct annual reviews of the teacher appraisal system has also been added as a part of this revision.

Use Data Effectively for Human Capital Decisions - (D)(2)(iv)(b)(c)(d), (D)(3), and (E)(2)4.-5.

needs improvement

Official Feedback

Supporting activities are well thought out, especially with regard to the staffing plan. To improve this work plan, the district should complete the following:

- when a supporting activity is to prepare a timeline, the timeline may not need to be completed every year.*
- address the sustainability for Teacher on Assignment after the grant period*

REVISIONS by Lee: Page 51, 53, 55 –Activities requiring a timeline were updated based on the feedback. The following language was included in the supporting narrative section: Once the reconfiguration of the application process is complete, the essential functions will be sustained by existing staff members, i.e., Personnel Analysts. At the conclusion of the grant period, the TOA position will be eliminated, and the teacher will be placed in an area of appropriate certification.

Focus Effective Professional Development - (D)(5), (B)(3)2.-3., (C)(3)(ii), (D)(2)(iv)(a) and (D)(3)(ii)2.

needs improvement

Official Feedback

Overall, activities are appropriate for each deliverable. The following items need to be addressed:

- professional development to support the transition from NGSSS to CCSS and lesson study is omitted*
- supporting activities do not address the use of evaluation results to plan/design professional development*
- supporting activities do not address the district's beginning teacher program*

REVISIONS by Lee: Page 57-61 –Multiple supporting activities have been added reflecting the development and implementation of training on the transition from the NGSSS to the CCS. The development of a district process, training, and analysis of Lesson Study has been added to supporting activities. Additional details on the district plan for using student learning gains data to evaluate and develop professional development have been included as well as appropriate supporting activities. Supporting activities addressing the beginning teacher program and the inclusion of training components on the CCS, data-based decision making process and formative assessments, as well as the alignment of professional development and learning gains have been added.

Section E

Drive Improvement in Persistently Low-Achieving Schools - (E)(2)1.-2.

n/a

Implement Proven Programs for School Improvement - (E)(2)3.

n/a

Section F

Include Charter Schools in LEA Planning - (F)(2)

approved

Official Feedback

Good detail and like the liaison idea. District will need to provide documentation of its efforts to inform and include charters and their statements opting in or out.

REVISIONS by Lee: Page 68 –Documentation is included in narrative and table form to show communication to include charter and which ones are opting in or out.

Grant Forms and Online Budget

Online Budget (DOE 101-RTTT)

needs improvement

Official Feedback

Budget Revisions Required

Overall

· The Quarterly Budget should be revised to include details related to unit costs (e.g., supplemental contracts to classroom teachers, furniture, fixtures and equipment, stipends for mentors, etc.), and how the amounts were derived.

REVISIONS by Lee: More details related to unit costs and how amounts were derived have been added to the Account Title and Description for applicable budget lines.

MOU Criterion 2 - Expand STEM Career and Technical Program Offerings (B)(3)4

· The Supporting Narrative and Activities on pages 17-18 should be revised to include more details to support the funds budgeted for this Criterion; specifically, the funds for the second quarter of 2010-11.

REVISIONS by Lee: A timeline for the expansion of STEM opportunities has been added to the supporting narrative on page 21 and more details regarding the expenses have been included within the project budget summary on page 20.

MOU Criterion 4 - Bolster Technology for Improved Instruction and Assessment (B)(3)6

· The Supporting Activities on page 22 should be revised to reference the use of Instructional Technology Specialists which is noted in the Quarterly Budget.

REVISIONS by Lee: The supporting activities on pages 28, 29 have been revised to include the use of the Instructional Technology Specialists.

MOU Criterion 7 - Provide Support for Educator Preparation Programs (D)(1)(ii)

· The Project Budget Summary on page 34 and the Quarterly Budget should be revised to reflect the same amounts budgeted for activities related to this Criterion (\$264,682 or \$\$272,681).

REVISIONS by Lee: The project budget summary on page 40 has been corrected to match the amounts in the quarterly budget.

MOU Criterion 13 - Include Charter Schools in LEA Planning (F)(2)

· The Project Budget Summary and the Quarterly Budget should be revised to reflect the allocation of funds to participating charter schools.

REVISIONS by Lee: Funds to support charter schools opting to participate in RTTT have been allocated. These allocations are reflected in the project summary budget as well as the quarterly budget.

DOE 100A

approved

Program Specific Assurances

approved

Three Party Assurances

approved

Acronyms / Abbreviations

| | |
|------------------|---|
| AAC | Administrator Appraisal Committee |
| ADFS | Active Directory Federation Services |
| AICE (Cambridge) | Advanced International Certification of Education |
| AP | Advanced Placement |
| ARCI | Accountability, Research & Continuous Improvement |
| ASD | Academic Services Database |
| AVID | Advancement Via Individual Determination |
| CAPE | Career and Professional Education act |
| CCS | Common Core Standards |
| CSDC | Curriculum and Staff Development Center |
| CTE | Career and Technical Education |
| DACP | District Alternative Certification Program |
| DPEP | Annual District Program Evaluation Plan |
| ERP | Enterprise Resource Project |
| FCAT | Florida Comprehensive Achievement Test |
| HCM | Human Capital Management |
| HRIS | Human Resources Information Systems |
| IB | International Baccalaureate |
| IBB | Interest -Based Bargaining |
| Lee | School District of Lee County |
| LIIS | local instructional improvement system |
| NCLB | No Child Left Behind |
| NGSSS | Next Generation Sunshine State Standards |
| PDSA | Plan Do Study Act |
| PE | Physical Education |
| PI | Principal Investigator |
| SAT | Scholastic Achievement Test |
| SPALC | Support Persons Association of Lee County |
| STEM | Science, Technology, Engineering and Mathematics |
| TALC | Teachers Association of Lee County |
| TAS | Teacher Appraisal System |
| TOA | Teacher On Assignment |
| UCT | University Collaboration Team |