July 1, 2025 – June 30th, 2028

Collective Bargaining Contract

Leon County School Board

Leon Educational Staff Professional Association

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Preamble

This collective bargaining contract, hereinafter called "Contract," by and between the School Board of Leon County, Florida, hereinafter called the "Board," and the Leon Educational Staff Professional Association, hereinafter called "LESPA," bargaining on behalf of all educational support personnel identified in the bargaining unit defined hereinafter, represents the result of complete and deliberate negotiations on wages, hours, terms and conditions of employment, and contains certain understandings that the Board and LESPA desire to confirm. It is hereby agreed as follows:

Article 1
Recognition

1.01 The Board recognizes LESPA as the exclusive bargaining agent for the bargaining unit of employees who are on the job or on approved leave, or on the job pending official action of the Board, or are employed in job classifications certified by the Public Employees Relations Commission in Case No. RA-88-008 and UC-2006- 019 or thereafter agreed to by the parties. A listing of these bargaining unit classifications as of the date of ratification of this Contract is contained in Appendix A.

1.02 Definitions:

A. "Excluded employee" means an employee working in a job classification not included in the bargaining unit represented by LESPA (see Appendix A).
B. "Employee" or "bargaining unit member" means any individual, or group of individuals, employed in a classification included in the bargaining unit represented by LESPA (see Appendix A).
C. "Full-time employee" means an employee who is employed 20 or more hours per week (an average of 4.0 or more hours per day).
D. "Part-time employee" means an employee who is employed less than 20 hours per week (an average of less than 4.0 hours per day).
E. "Day(s)" means working day(s) unless specifically amended in context.
F. "LESPA" means the authorized representatives of the Leon Educational Staff Professional Association.
G. "Superintendent" means the Superintendent of Schools or his/her designee.
H. "Board" means the Leon County School Board or its designee.
I. "Lead Worker" means when and employee is given supervisory/coordinating responsibilities over two or more employees in the same classification.

Article 2
Negotiations

2.01 The parties agree to meet in a good faith effort to reach agreement on all issues in dispute. In any negotiations described in this Contract, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the voting members of the bargaining unit, but the parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all agreements shall be tentative until all issues in dispute have been agreed and ratified, and all tentative agreements shall be signed by representatives designated for each party. Two copies shall be retained by the Board and two copies shall be retained by LESPA.

2.02 If bargaining meetings between the Board and LESPA are mutually scheduled during the workday, members of LESPA's bargaining team shall be released from their regular duties, without loss of pay or other economic benefits, for up to five days to participate in bargaining. For all other bargaining meetings, the members of LESPA's bargaining team shall be permitted to leave the work site without loss in pay at the end of the student day or after their assigned work for the day is completed, before the end of their regular shift.

2.03 The Board and the Leon Educational Staff Professional Association agree to maintain a philosophy of "collaborative" contract negotiations. These negotiations shall include the following:

A. The formation of a Joint Negotiations Team comprised of the appointed representatives of the Board and LESPA.
B. The Joint Negotiations Team negotiation sessions shall include Board and LESPA representatives who serve as Chief Negotiators/Facilitators.
C. Negotiation sessions shall be open discussions of all issues brought forth by either party as subjects of negotiation.
D. To aid language development and problem-solving, committees and work teams may provide recommendations for consideration by the entire Joint Negotiations Team.
E. Tentative agreement language to be presented for ratification will be the final work product of the Joint Negotiations Team.
F. The Board and LESPA recommend the participation of the Superintendent in joint meetings and discussions.
G. Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites within 20 days after ratification. A limited number of copies shall be printed at the expense of the Board within 60 days after ratification for new employees and for administrative purposes. The Board shall also furnish 50 copies to LESPA.

Article 3
Grievance Procedure

3.01 Informal Resolution: When an employee or LESPA has a problem or complaint, an attempt should be made to resolve it through discussions with the employee's supervisor or other personnel, as appropriate. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees or LESPA as defined below. An effort to resolve a problem or complaintunder this provision does not waive the time limits for filing a grievance at Step 1 as provided in paragraph 3.05C below.

3.02 Definitions

A. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this Contract, or involving whether an action to discipline an employee or dismiss a permanent employee was taken for just cause. All grievances are to be filed on a form as provided in this Contract (see Appendix C).

B. "Grievant" shall mean any employee, group of employees, or LESPA who has filed a grievance.

C. "Day" shall mean a workday based upon an individual grievant's appointment and assigned work schedule.The application of this provision shall not, however, result in the extension of a time period stated in this article for more than ten (10) days.

D. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writingon the appropriate form attached to this Contract as Appendix C, and signed by the grievant(s). All grievance forms shall be dated upon receipt. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.

3.03 Resort to Other Procedures

A. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure.

B. As an exception to the provisions of paragraph A above, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request an extension of the time limits for initial filing of the grievance for this purpose.

3.04 Representation and Appearances

A. An employee shall choose at Step I and Step II whether to be represented by LESPA or to represent him/herself. LESPA shall not be required to process grievances for employees who are not members of the Association.

1. LESPA shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by LESPA.
2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Contract, and LESPA shall be provided an opportunity to be present at any meeting called to discuss such a resolution.

B. When a grievant participates during working hours in a grievance meeting between the grievant and the site administrator or District representative, or in an arbitration proceeding, the grievant shall be provided temporary duty for such meeting/proceeding after providing the site administrator with a written request for temporary duty at least two (2) days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension of up to five (5) days shall be granted to the site administrator, if necessary, to accommodate the grievance timelines.

C. When a grievant is represented by LESPA, the LESPA grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant or LESPA. The LESPA grievance representative shall provide the site administrator with a written request for temporary duty at least two (2) days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the LESPA representative's work unit, in which case an extension of up to five (5) days shall be granted to the site administrator, if necessary, to accommodate the grievance timelines.

D. Time spent by grievants and LESPA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

3.05 Formal Grievance Procedure

A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 3.01 above, a formal grievance may be filed under this section.

B. Time Limits
   1. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
   2. Upon failure of the Superintendent to provide a decision within the time limits provided in this article, the grievant or LESPA, where appropriate, may proceed to the next step. Upon failure of the grievant or LESPA, where appropriate, to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
   3. Upon written agreement of the parties, any step in this procedure may be waived.
   4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

C. Step I. A grievance shall be filed with the employee's site administrator on the Step 1 grievance form (see Appendix C) within thirty (30) days following the occurrence of the alleged violation of the Contract, or the date that the employee knew or reasonably should have known of the occurrence if that date is later. The grievance shall state the facts giving rise to the alleged violation, specific section(s) of the Contract alleged to have been violated; the employee's contention with respect to these provisions, the specific relief sought and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

D. Step II. If the grievant is not satisfied with the decision at Step I, s/he may, within fifteen (15) days following receipt of the Step I decision or following the date on which the Step 1 decision was due if no decision is provided, file a request for review of the Step 1 decision with the Superintendent or his/her designee on the appropriate form (see Appendix C). The Superintendent or his/her designee shall meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step 2, the Superintendent or his/her designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.

E. Step III – Arbitration
   1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.
   2. Filing
      a. If the grievance has not been satisfactorily resolved at Step II, LESPA may, within thirty (30) days following receipt of the Step II decision or following the date on which the Step II decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Superintendent or his/her designee on the form provided in Appendix C.
      b. A grievance filed at Step III on which no action has been taken by LESPA for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
   3. Disclosure of Information. Neither the Board nor LESPA shall be permitted to assert in an arbitration proceeding any grounds or rely on any evidence that has not previously been disclosed to the other party.
   4. Selection of Arbitrator. The parties shall follow the American Arbitration Association or Federation Mediation and Conciliation Services procedures for selection of an arbitrator. The arbitration shall be conducted under the rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
   5. Authority of the Arbitrator
      a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
      b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the

Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.

c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.

d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date that the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.

6. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Board and LESPA. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.

F. Processing

1. The Superintendent may refuse consideration of a grievance not filed or processed in accordance with this article.
2. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.

3.06 Precedent: No complaint informally resolved, or grievance resolved at either Steps I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and LESPA.

3.07 Documents: The grievant or representative shall be provided, upon request and without charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.

3.08 Notwithstanding the expiration of this Contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

3.09 Reprisal: The Board shall not engage in reprisal, coercion, or discrimination against a grievant, witness, grievance representative, or any other participant in the complaint or grievance procedure by reason of such participation.

Article 4
Employee Rights and Protection

4.01 Pursuant to the Florida Public Employees - Collective Bargaining Act, as amended, Section 447.01 et seq., Florida Statutes, the Board hereby agrees that every employee shall have the right to freely join and participate in any employee organization of his/her own choosing, to negotiate collectively, through a certified bargaining agent, with his/her public employer in the determination of the wages, hours, terms and conditions of his/her employment, and to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection. The Board understands and agrees that it will not interfere with, restrain, or coerce employees in the exercise of any rights conferred by Chapter 447, F.S., or encourage or discourage membership in any employee organization by discrimination in regard to hiring, tenure, or other conditions of employment, or refuse to bargain collectively, fail to bargain in good faith, or discharge or discriminate against an employee because s/he has filed charges or given testimony under Chapter 447, F.S.

4.02 Nothing contained within this Contract shall be construed to deny or restrict any employee's rights that s/he may have under Florida School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

4.03 The employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it interferes with the performance of his or her prescribed duties.

4.04 The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics, or disability.

4.05 Any case of assault on an employee shall be promptly reported to the site administrator or his/her designated representative. The Board agrees to provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities. Employees hired to assist with students with special behavioral problems will be made aware of the personal risk. The involvement of law enforcement will be at the discretion of the building administrator.

4.06 The Board will repair or reimburse employees the current value of clothing or other personal property damaged or destroyed as a result of assault or battery upon the employee suffered in the course of his/her assigned duties unless such loss is covered by insurance or reimbursement obtained from other sources. This repair and reimbursement provision does not apply to clothing or personal property that is not reasonably related and appropriate to an employee's assignment such as expensive jewelry (other than wedding and engagement rings), expensive watches, electronic devices such as cell phones, high-fashioned clothing, etc. Forms for reimbursement may be obtained from the Risk Management Office.

4.07 Board and Work Site Policies

A. All policies and rules of the Board shall be made available to employees through the District website; a copy shall be provided to employees upon request. Each work site shall make a reasonable effort to provide employees with access to the District website through a computer terminal.
B. Employees shall be notified of work site policies and such policies shall be made available to each employee assigned to that work site on the first day of school each year. Employees shall be notified of changes in such policies at least five days prior to their implementation, if feasible.

4.08 Each employee assigned to a school who resides in the District and is employed at least half-time, or who resides outside the District and is employed full-time, shall have the opportunity to enroll his/her child(ren) in the school of choice, subject to the following conditions:

A. The student is eligible for admission under the Board's Pupil Progression Plan.
B. Space is available at the student's grade level.
C. Transportation shall be provided by the student or parent.
D. An employee must request a student reassignment under this section by March 1 of the school year prior to that in which the reassignment would take effect. An employee newly hired, transferred, or reassigned by the District must request a student reassignment within ten days of such employment action. A student reassignment granted under this section shall continue until the employee timely requests an assignment of his/her child (ren) to a different school.
E. Upon separation of the employee from employment with the Board, the student's school assignment shall be

handled in the manner prescribed in School Board Policy 5112(4)D, Change in Residence during School Year.

F. The student shall be subject to the provision of School Board Policy 5610.05(A) Co-Curricular Activities.

G. The enrollment of the student of employees who reside outside the District shall be subject to School Board Policy 5112, Out-of-County Students.

H. In those instances when an employee has assigned duties beyond the regular school day, provisions must be made by the employee that would enable his/her child (ren) to leave the campus at the close of the regular student's day.

I. In no instance will the child (ren) interfere with the performance of the employee's assigned duties.

4.09 Each work site shall, when possible, notify employees of emergency phone calls immediately upon receipt and of other messages within thirty (30) minutes of receipt.

4.10 Admission to Athletic Events: Employees shall be provided admission, without charge, to high school sponsored athletic events within the District. Employees shall provide current District identification to gain such admission. This provision applies only to the District employee and does not include state athletic playoffs or other events related to the athletic program of a high school or the District, unless otherwise specifically provided.

4.11 The rights provided to employees in this Contract, including those relating to layoff and recall as described in Article XIII, shall not be altered or otherwise diminished by the District's compliance with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., or with the Florida Equal Opportunity in Education Act (Differentiated Accountability Program).

Article 5
Employee Discipline and Personnel Files

5.01 The Superintendent, acting through his/her designees, may discipline employees for just cause.

5.02 Representation at Investigatory Discussion. When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing matters that could reasonably be expected to lead to discipline or dismissal, the employee is entitled to have a representative present. An employee shall be notified at least 48 hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of 24 hours advance notice, and shall be advised of his/her right to have representation at the meeting. This provision shall not apply to meetings related to the employee evaluation process described in Article XII except for meetings that may be held to discuss a Performance Improvement Notice related to an overall "Unsatisfactory" or "Needs Improvement" evaluation under Section 12.03.

5.03 Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, a permanent employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (paragraph 5.03A), an opportunity for a "Predetermination Conference" (paragraph 5.03B), and a "Notice of Final Action" (paragraph 5.03C).

A. Predetermination Notice: Form and Delivery.
   1. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return-receipt requested, at least ten days prior to the date that the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the post-determination hearing described in Section 5.04 below.
   2. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
      a. The disciplinary action proposed and its effective date.
      b. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
      c. A statement advising the employee that s/he may, within five (5) days of receipt of the notice, submit a request in writing on a form enclosed with the notice for a predetermination conference in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The notice shall state that failure of the employee to submit the written form requesting a conference within five (5) days constitutes a waiver of his/her rights to such conference and that in the absence of a response, the proposed disciplinary action shall be become effective as proposed in the notice.
      d. The notice shall give the name and address of the person with whom the request for a predetermination conference shall be filed. The notice shall advise the employee that the conference will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
      e. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
      f. A statement advising the employee of his/her right to representation at the predetermination conference.

B. Predetermination Conference
   1. The conference shall be conducted by the Superintendent's designee who shall have unfettered authority to find in favor of the employee.
   2. The conference shall be set on at least five (5) days' notice and reasonable accommodation shall be made to ensure it is conducted at a reasonable time and in a reasonable manner.
   3. The person conducting the conference shall convene the conference at the time and place set and shall identify him/herself, the employee and all other participants, and explain that the purpose of the conference is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
   4. The conference shall be informal. The purpose shall be to discuss the basis of the proposed action and to reach a fair decision. The Rules of Evidence shall not apply. The employee may bring a qualified representative to assist or advise him/her.
   5. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed

disciplinary action, the parties may not cross-examine unwilling persons - managers or employees. The Superintendent's designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.

6. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's designee to give that information such weight as s/he deems proper.
7. At the conclusion of the conference, the Superintendent's designee shall inform the employee when s/he will decide whether to uphold the proposed disciplinary action.

C. Notice of Final Action
   1. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return-receipt requested. If the decision is to uphold the proposed discipline, the "Notice of Final Action" must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
   2. The "Notice of Final Action" shall specify the facts relied upon by the Superintendent's designee in reaching his/her decision and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The notice shall endeavor to place the employee on actual notice of the decision maker's rationale.
   3. The "Notice of Final Action" shall also describe the employee's right to have the decision reviewed through evidentiary hearing (see Section 5.04 below) or through the grievance procedure provided in Article III. The employee shall be provided a form on which s/he may indicate a binding election of one of these two review procedures or a decision not to request a review of the determination contained in the "Notice of Final Action." The form shall include directions for filing within ten (10) days after receipt of the "Notice of Final Action." The failure of an employee to file the form within this ten-day period is presumed to be a decision not to request a review of the determination contained in the "Notice of Final Action."

D. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the "Notice of Final Action" and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons, or the employer's activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay as provided in paragraph 5.03A1.

E. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.

5.04 Post-determination Hearing

A. A permanent employee who is suspended without pay or dismissed and who has participated in a predetermination conference and received a "Notice of Final Action" as described in paragraphs 5.03B and C above shall be entitled to a de novo evidentiary hearing in accordance with the procedures outlined in the Florida Administrative Procedures Act, Chapter 120, and Florida Statutes. An employee must elect in writing to proceed with such a hearing or to proceed with a grievance under Article III within ten (10) days of receipt of a "Notice of Final Action" (see paragraph 5.03C3 above). If an employee elects to file a grievance, it shall be filed at Step II. Alternatively, the employee may choose not to request a review of the determination contained in the "Notice of Final Action."

B. An employee who prevails in a post-determination hearing shall be entitled to back pay (less mitigating earnings), other equitable relief (including correction of personnel records). The amount of any monetary award for back pay shall be determined by the Board, in the exercise of its discretion, based upon the evidence submitted.

5.05 Public Reprimand or Criticism: An administrator shall not reprimand or criticize an employee in the presence of the employee's colleagues, teachers (other than the supervising teachers), or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion and out of public view and hearing.

5.06 Personnel Files

A. An employee shall have the right to review the contents of all records of the Board pertaining to the employee originating after initial employment and to have a representative of LESPA accompany him/her in such review. Each file shall contain a record indicating who has reviewed it and the date reviewed.

B. No derogatory material relating to an employee's conduct after initial employment is to be placed in an

employee's personnel file unless the material pertains to work performance or other matters that may be cause for discipline. An employee shall be provided an opportunity to review and sign such material before it is placed in the file. The employee's signature shall acknowledge that the employee has reviewed the material but shall not be interpreted to indicate his/her agreement with its contents. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may respond in writing to any material, including complaints, which response shall be attached to the file copy of the material in question. No anonymous materials shall be placed in the personnel file.

C. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

Article 6
Management Rights

6.01 The Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in it and the Superintendent by the laws and Constitution of the State of Florida and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. The Board shall have the right to discipline or discharge any employee, direct the work force, hire, assign and transfer employees, determine the missions of the Board's agencies, determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions, introduce new or improved methods or facilities, change existing methods or facilities, relieve employees because of lack of work, contract out for goods or services, and such other rights normally consistent with management's duty and responsibility for operation of the Board's services.

6.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board or its authorized designee, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Contract and then only to the extent such express terms hereof are in conformance with applicable law.

Article 7
LESPA Rights

7.01 Use of Facilities: LESPA and its representatives shall have the right to use the Board's work sites at all reasonable hours for meetings related to LESPA business, provided that details are arranged with the site administrator. When special custodial, security, or other service is required, the site administrator may make a reasonable charge for such use consistent with charges made to other comparable organizations.

7.02 Communication to Employees

A. Bulletin Boards. LESPA shall have exclusive right to post notices of activities and matters of LESPA concern on designated bulletin boards, at least one of which shall be provided at each work site.

B. LESPA shall have the right to use any intraschool communications system, mailbox information distribution system, and the interschool mail. The LESPA president or designee is authorized to use a District listserv for communicating information pertinent to contract negotiations to all members of the bargaining unit. LESPA also may create address lists/listservs on District equipment for its use in communicating with employees so long as the creation of such lists is done on personal time rather than during the workday. These communication systems shall not be used to transmit or display materials the content of which relates to election campaigns for public office or for LESPA office. In the event that the Board must collect postage for LESPA's use of the District interschool mail system, LESPA will be responsible for the payment of all such postage and cooperatively work out procedures for such payment.

7.03 Information Provided to LESPA

A. Reports Provided to LESPA. The Board shall provide LESPA without charge on monthly basis from September through May a list of employees including the following information except where access is restricted under Chapter 119, F.S.: employee identifying number, last name, first name, years of experience, date of birth, home address, home phone, work site, work phone number, classification, job title, pay grade, range, hourly rate of pay, District hire date, and LESPA membership status.

B. LESPA Access to District Policies and Rules. LESPA shall have access to District policies and rules and Board agendas through the District website. LESPA shall be notified electronically of changes to such policies and rules when site administrators and other District administrators are notified of such changes and at least five (5) days prior to their implementation, if feasible. Such policies and rules shall not be in conflict with this Contract. If the LESPA site representative is not provided access to the District website by the site administrator, the administrator shall provide the site representative with one copy of any District policy or rule requested by the site representative.

C. LESPA Data Requests. The Board agrees to provide LESPA, upon request, with information regarding employees not included in the reports described in paragraph "A" above, as well as other identifiable public records in the custody of the District. If such records and information are included in existing documents, a copy of the documents will be provided without charge. If the information requested must be specially compiled in order to respond to the request, LESPA will be provided with an estimated charge for such compilation prior to the District proceeding with the compilation.

7.04 Exclusive LESPA Rights: The rights granted herein to LESPA shall not be granted or extended to any competing labor organization.

7.05 Temporary Duty for LESPA Activities

A. Work Responsibilities and Temporary Duty for the LESPA President.

1. The parties agree that the LESPA President is to remain a full-time employee of the Board, subject to the use of temporary duty as described herein. It is the joint responsibility of the President, LESPA, and the District to limit the impact of the President's responsibilities and accompanying temporary duty on the President's work site through the following measures:

   a. Work interruptions for LESPA business shall be minimized through the use of e-mail, voice mail, answering machine, call forwarding, etc. The District shall provide the President with a separate phone line that shall be dedicated, listed, and used for LESPA business.

   b. LESPA shall make available to the District a list of site Association representatives with whom employees may conduct LESPA business during the workday.

   c. The parties shall strive to limit the time during the President's work hours used to conduct LESPA business. Under ordinary circumstances, not more than fifteen (15) minutes of the President's normal work hours will be used to conduct LESPA business, in addition to lunch or break time the President may use for this purpose. If the President has reason to expect that pending issues will require additional

work time during one or more days to conduct LESPA business, the President shall request one or more hours of temporary duty for such purposes under the provisions of paragraph A2 below.

2. The LESPA President, and, if for any reason the President cannot attend, the Vice-President, shall be provided up to 160 hours of temporary duty each fiscal year, to be used in increments of one hour or more, to conduct LESPA business or carry out LESPA activities including those listed in paragraph B below.

B. Annual Temporary Duty for LESPA Activities

1. Legislative Committee. A legislative committee comprised of up to five (5) members appointed by the LESPA president shall be allowed one day during the Legislative Session to lobby for educational concerns benefiting the District.
2. Summer Leadership Training. Up to six (6) members of the LESPA Executive Board shall be granted up to a total of eighteen (18) days to attend Summer Leadership Training programs.
3. LESPA Training. Work site representatives of LESPA, as designated in Section 7.05A1b, above, shall be granted temporary duty for one-half of their regular workday on no more than two (2) occasions (or one [1] regular workday) to participate in LESPA training opportunities.
4. FEA Statewide Meeting. LESPA members who are elected voting delegates to the annual Florida Education Association statewide meeting shall be granted two (2) days for the purpose of attending that meeting.
5. Collective Bargaining Committee. A list of members of the LESPA bargaining committee shall be provided to the Board's negotiator by August 1 of each year. Bargaining committee members shall be provided temporary duty for negotiations under the provisions of Section 2.02 of the Contract.
6. Other LESPA Activities. Authorized LESPA representatives may request temporary duty to meet with employees at their work site for up to two (2) hours to address LESPA business, provided the authorized representatives report their presence to the site administrator or his/her designee and meet in a nonworking area during the employee's duty-free time.
7. LESPA Committee Representation. The LESPA President may appoint a LESPA representative to any District committee and/or council that has an effect, long-term or short-term, on its membership. These shall include but not be limited to budget, compensation, sick leave bank, capital outlay, and staffing.
8. LESPA New Employee Orientation. A maximum of three (3) authorized LESPA representatives shall be granted temporary duty for one-half of their regular workday to participate in a new employee orientation program provided by LESPA.
9. The LESPA President or designee shall be provided up to twenty (20) days In-Line-of Duty to conduct LESPA business or carry out LESPA activities. LESPA shall reimburse the District costs associated with this Temporary Duty.
10. A LESPA member who is duly elected to a position in a state or national board affiliate (NEA, AFT or FEA) will be granted up to twenty (20) days In-Line-of Duty to conduct LESPA business or carry out LESPA activities. LESPA shall reimburse the District costs associated with this Temporary Duty.

C. Use of Temporary Duty for LESPA Activities. The use of temporary duty as described in paragraphs A and B above shall be subject to the following conditions:

1. An employee shall ordinarily provide his/her supervisor with a written request for the temporary duty as far in advance as feasible and not less than two (2) days prior to such duty, except that a minimum of one day notice shall be provided for an employee who is representing LESPA in a Step 1 grievance or discipline matter. The supervisor shall approve such temporary duty unless s/he documents that the employee's absence would significantly impede the operation of the work unit.
2. No employee, other than the President, and, if for any reason the President cannot attend, the Vice-President, shall have a right to be granted a total of more than ten (10) days temporary duty for LESPA activities during the period July 1 through June 30. As an exception, an employee may be granted an additional two (2) days of temporary duty for collective bargaining team involvement (paragraph B5 above) and two days for LESPA Committee Representation (paragraph B7 above). Each affected employee shall be responsible for monitoring the amount of temporary duty taken for LESPA activities as described herein.
3. A request for temporary duty for the LESPA activities described in paragraphs A and B above need not be granted when fifteen (15) percent or more of the total number of employees in a cost center or similar unit (but no less than one employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the temporary duty is requested. In applying this provision, leave requests that have already been approved shall take priority over those submitted at a later date.
4. The Board shall not pay any expenses associated with the activities described in paragraphs A and B above.

5. Employees on temporary duty for LESPA activities retain all rights and responsibilities as employees but are not to be considered representatives of the District for activities undertaken on behalf of LESPA.
6. LESPA shall provide the Director of Labor Relations with a list of LESPA officers and authorized representatives as referenced above by August 1.

7.06 Consultation: Representatives of the Board and LESPA will meet upon the written request of either party during the term of the Contract at a time convenient to both parties for the purpose of reviewing the administration of this Contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or grievance procedures.

7.07 Payroll Deductions

A. The parties agree that under current Florida law, the language in Article 7.07 below is null and void. Should the law change and permit the School Board to allow union dues payroll deduction, the parties will meet to reinstate the same language within thirty (30) days, or modify as the law requires.

~~B. The Board shall deduct from the pay of each employee all current LESPA membership dues, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, executed by the employee, in the form and according to the terms of the dues deduction authorization established by the Board.~~

~~1. LESPA shall certify the amount of dues to be deducted from each employee's salary for the current school year.~~

~~2. Authorization cards will be furnished by LESPA and approved by the Board.~~

~~3. Any employee may authorize dues deduction by presenting an authorization card to the Board on or before payroll deadlines during the months of September through June. One-tenth of the annual membership dues will be deducted from each monthly check of the employee from the month of authorization through June of that fiscal year.~~

~~4. All dues deducted by the Board shall be remitted to the treasurer of LESPA in ten (10) monthly installments within ten (10) days after the payroll date.~~

~~5. Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgment of LESPA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The cancellation of dues deduction will be effective at the beginning of the pay period no fewer than thirty (30) calendar days from the date of the employee's submission of the completed Dues Deduction Form to the Payroll Office. The District shall reinstate dues deductions for employees who return to active employment status after having been placed in long-term leave without pay status.~~

~~6. The authorization of dues deduction for LESPA shall be in force so long as LESPA is the certified bargaining agent of the employees in the unit, except as provided in paragraphs 7.07A5 and C.~~

~~C. LESPA shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section.~~

~~D. If, at any time during the duration of this Contract, LESPA authorizes, causes, or engages in, or sanctions, a strike or work stoppage of any kind, this article shall become void and inoperative during the term of this Contract.~~

~~E. The Board is expressly prohibited from any involvement in the collection of LESPA fines, penalties, or special assessments.~~

7.08 Hold Harmless Clause. LESPA agrees to hold the Board harmless for any claims arising from the exercise of its rights as described in this article, including the cost of defending such claims.

Article 8
Hours and Calendar

8.01 The Board reserves the right to annually establish the number of hours and the length of the work year for all employees as recommended by the Superintendent.

8.02 Regular full-time employees are entitled to full insurance benefits provided in this Contract. Full-time and part-time employees as defined by Article 1.02 are entitled to sick and annual leave benefits as provided in this Contract. All regular employees are entitled to participate in the Florida Retirement System as provided in this Contract and State law.

8.03 The typical employee work year for 10-month employees will consist of 185 work days within the approved calendar year.

8.04 An employee shall be given written notice of his/her employment status for the forthcoming school year/fiscal year no later than ten (10) working days before the final day of the employee's school year/fiscal year contract. In the event changes in an employee's appointment are proposed, the employee affected shall be notified in writing within five (5) working days. The employer reserves the right to adjust hours of work to meet program needs.

Article 9
Working Conditions

9.01 Work Break and Lunch Period

A. Work Break. Employees shall be granted one fifteen (15) minute break near the middle of each four (4) consecutive hour work period except for documented and unusual instances of extreme work pressures demanding immediate attention. Unused work breaks shall not be accumulated nor shall work breaks be scheduled at the beginning or end of a work shift.

B. Lunch Period. An unpaid duty-free lunch period of at least thirty (30) minutes shall be provided for any employee scheduled to work more than four (4) consecutive hours. In the unusual circumstance that an employee is assigned to work during his/her scheduled lunch period due to staffing pressures, the period shall be credited as work time. A reasonable effort shall then be made to reschedule the employee's unpaid duty-free lunch period. If the lunch period is rescheduled, the employee is to be provided a full lunch period of at least thirty (30) consecutive minutes. If such rescheduling is not possible, the employee's daily work schedule may be adjusted to recognize the additional time worked (see Section 16.07A.1.b.) or the employee may be provided compensatory time in acknowledgment of the additional time worked beyond the normal work schedule (at either the regular or overtime rate, depending upon the number of hours worked in the workweek).

9.02 Safety

A. Equipment. The Board shall provide without cost to the employee the following:
   1. Approved first-aid kits and materials in all work areas, and
   2. Adequate and approved safety equipment.

B. Safe Conditions
   1. The site administrator shall make every reasonable effort to make his/her building and grounds as safe as possible and shall be responsible for enforcing all State statutes and rules adopted by the Board.
   2. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. If an employee observes a condition that s/he considers to be creating a health or safety hazard, the employee shall inform his/her supervisor immediately.
   3. An employee whose physical safety is threatened either verbally or in writing, or who is assaulted, shall report the occurrence immediately to the site administrator/supervisor and provide a written summary of the occurrence to the site administrator/ supervisor within 24 hours. The site administrator/supervisor shall take appropriate action. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students, if applicable, and shall as soon as possible notify the site administrator/supervisor. The District shall render all reasonable assistance to law enforcement and other appropriate authorities in connection with handling the incident.
   4. Employees hired to work with students with health or behavioral concerns will be made aware of the personal risk involved. The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning students. Each site administrator will emphasize Board Policies and Procedures relevant to State and Federal Juvenile Justice and zero-tolerance requirements with all employees at the beginning of each school year. The District is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and/or assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts Reference: School Board Policy 5500

9.03 Medical Examination: When the Board or the Superintendent requires an employee to take a physical or psychological examination, such examination shall be at the expense of the Board. The employee shall be notified, in writing, as to the sufficient cause that warrants such examination. The employee must sign a medical release allowing the doctor to provide medical reports to the Board. Failure of the employee to comply with this requirement shall be considered as insubordination and be grounds for dismissal.

9.04 Inclusion Classrooms: All decisions about placing students in any inclusion classroom shall be governed by the Individual Education Plan (IEP)/Accommodation Plan. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of an inclusion model, provided that the implementation is consistent with the IEP/Accommodation Plan. It shall be the joint responsibility of the school site and the District to determine and provide for the training needs of employees assigned to work in an inclusion model. Designated employees shall review applicable sections of the student IEP/Accommodation Plan with the supervising teacher/staffing team. Employees who have medically fragile students in their classroom should have appropriately trained personnel

accessible at all times. Site administrators should make a reasonable effort to allow employees who prefer working in the inclusion environment to have the first opportunity at the assignment. Site administrators are encouraged to keep class size in an inclusion model as small as possible.

9.05 Classroom Coverage: Any interested, qualified Educational Support Professional (ESP) may be placed in charge of a classroom under the following circumstances:

A. An ESP may be assigned to a classroom for up to two (2) hours when the unanticipated absence of a certified teacher requires such classroom coverage. If an ESP is assigned to provide such coverage for more than two (2) hours during a day, the site administrator shall compensate the ESP for the total hours worked during the day in this capacity under the provisions of paragraph B below. In circumstances of unanticipated absence that extends beyond two (2) hours, site administrators shall assign one (1) ESP to provide coverage during the entire period rather than two (2) or more ESP at various times throughout the day. Site administrators shall, where possible, assign for this purpose only those ESPs who have indicated an interest in receiving such assignments, and where possible and practical, fairly offer the opportunities to as many ESPs as possible.

B. When a teacher notifies a site administrator that s/he is sick, going to be on personal leave, or on temporary duty, an ESP may be assigned as a substitute teacher under the provisions of paragraph A above. Administrators shall assign one (1) ESP to provide coverage during the entire period of absence rather than two (2) or more ESPs at various times throughout the period. Site administrators shall, where possible, assign for this purpose only those ESPs who have indicated an interest in receiving such assignments. If the ESP is assigned to provide such coverage for more than two (2) hours during a day, the ESP will be paid one and one-half time the ESP's regular hourly rate of pay or at the current substitute teacher rate, whichever is greater, for the total time worked as a substitute, including any time worked during the day in the status described in paragraph A above.

9.06 Participation in School Improvement Process: State law provides that support employees at instructional sites are to participate in the school improvement process through their election of representatives to participate on the School Advisory Council at the site. The site administrator shall be responsible for providing for the selection of such representatives through site and District procedures.

Article 10
Emergency School Closings

10.01 All schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.

10.02 When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over all local radio and TV stations as soon as possible. In the event schools are closed due to severe inclement weather or other acts of nature, employees assigned to the schools need not report to work.

10.03 When the number of students unable to reach a school is so great that the instructional program is severely impaired, that school may be closed. Employees affected will be personally notified as soon as possible prior to the beginning of the school day as to whether they are to report to duty and, if so, where and when to report. The Board shall designate radio stations that will be utilized in the employee notification process. If employees are notified that they should not report, said employees' annual compensation will remain the same if the affected workdays can be rescheduled. All scheduled employees' workdays so affected shall be rescheduled by the Superintendent as soon as possible.

Article 11
Leaves

11.01 Sick Leave: Regular employees shall be credited with four (4) days of sick leave at the end of the first full calendar month of employment of each contract year and thereafter credited with one additional day of sick leave at the end of each full calendar month of employment; such time shall not be used prior to the time it is earned and credited to the employee. Sick leave is accrued at the end of the month proportional to the number of scheduled work hours per day. Each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment.

11.02 If an employee terminates employment prior to earning sick leave days that have been used, a deduction will be made from his/her final check for the overused sick leave.

11.03 An eligible employee who is employed on or before the 15th day of a month and who meets the requirement of Section 11.04 below will be credited with a day of sick leave at the end of that month. An employee who terminates before the 15th day of a month will not be credited with a day of sick leave for that month.

11.04 An eligible employee must be in pay status for at least one-half of the hours for which the employee is appointed during a pay period in order to accrue sick leave during that pay period.

11.05 There is no limit on the number of sick leave days an employee may accrue.

11.06 Sick Leave Transfer: An employee may transfer earned sick leave to any designated person who is also employed by the District under the provisions of District Policy 4430.03(4)D and related procedures.

11.07 When used in this article, "day" shall mean the number of hours an employee is normally scheduled to work in a day.

11.08 Credit for Sick Leave – Other Employers or Prior District Service.

A. Employees may be credited with sick leave that has been earned while employed by a State of Florida agency, a Florida college, Florida university, Florida public district school board, or Florida charter school, provided there is reciprocity between the two agencies and at least one-half of the leave is established while employed by the Leon County School District. Sick leave may be transferred to the District only if a written request for such transfer is submitted to the District within one-hundred twenty (120) calendar days of initial employment with the District or within one-hundred twenty (120) calendar days of such sick leave becoming available for transfer. New employees shall be provided written notification of this deadline.

B. A person who resigns and then returns to active employment within twenty-four (24) months of the date of resignation may carry forward accrued days earned in previous employment with the Leon County School Board, provided the person has not been paid for these days or had the them transferred to another agency. If a person returns to active employment after the twenty-four (24) months period, the person will not be credited with any prior accrued leave and will begin to earn leave as a new employee.

11.09 Payment for Accumulated Sick Leave

A. An employee will receive payment for accumulated sick leave in accordance with School Board Policy 4430(5). Payment for such leave will be based on the following schedule:
   1. During the first three years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
   2. During the next three years of service, the daily rate of pay multiplied by forth (40) percent times the number of days of accumulated sick leave.
   3. During the next three years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
   4. During the next three years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
   5. During and after the thirteen (13) years of service, the daily rate multiplied by 100 percent times the number of days of accumulated sick leave.

B. "Normal retirement" as used in this section shall mean as defined under any plan established by the Legislature with either full or reduced benefits as provided by law.

C. Employees eligible to receive terminal leave pay, as provided above, shall participate in the Board-approved 401(a) Qualified Retirement Plan subject to a minimum contribution level established by the Board in consultation with LESPA. The 401(a) Qualified Retirement Plan allows participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions of terminal sick leave payout. Participating employees who wish to withdraw their funds under conditions that subject the funds to the early withdrawal penalty assessed by the Internal Revenue Service will

be reimbursed a 2.35 percent portion of such ten (10) percent penalty upon application to the District pursuant to District procedures for such reimbursement.

D. An employee who participates in DROP will receive pay for accumulated sick leave as indicated in paragraph A above. The rate of pay for such leave shall be based upon the base salary rate of the employee at the time payment occurs. Such leave will be paid in equal annual installments in each of the years in DROP. The first payment will be made following receipt of the audited leave record from the end of the month immediately prior to entering DROP. Subsequent payments will be made following receipt of the audited leave record from the end of the month immediately prior to the retirement (DROP) anniversary date. Actual dates of these payments will depend upon the date the audited leave records become available.

11.10 Request for and Granting of Sick Leave: An employee's request for sick leave shall be made in accordance with Section 11.22. Sick leave shall be granted for an employee's illness or that of any other immediate member of his/her family. ("Immediate member of the family" shall be interpreted to include spouse, parents, sisters, brothers, children, grandparents, and grandchildren of both the employee and the spouse of the employee.) Sick leave shall also be granted for death or serious illness of any member of the larger family group.

11.11 Verification of Sick Leave

A. The site administrator/supervisor shall be responsible for verifying each day of sick leave. An employee may be asked to verify such leave in accordance with Section 11.24.

B. If an employee has been unable to submit a request for sick leave prior to leaving the work site in accordance with Section 11.22, the employee shall notify the site administrator/supervisor of his/her absence due to illness as soon as possible and submit the necessary leave request form to the site administrator/supervisor within three (3) days following the employee's return from such leave (or sooner if necessitated by a payroll deadline). If such period of sick leave exceeds ten (10) days, the employee shall, upon request, submit a completed leave form(s) provided by the site administrator as soon as possible and prior to his/her return to work and, upon request, shall also submit a written statement from the employee's medical provider as described in Section 11.27.

11.12 Sick Leave Use for Personal Reasons

A. Employees are entitled to six (6) days leave each year for personal reasons that are to be charged to accrued sick leave. These days are not cumulative. Requests for personal leave under this section must be filed with the employee's immediate supervisor at least two (2) days in advance of the leave being taken. A request for personal leave need not be granted when fifteen (15) percent or more of the total number of employees in a cost center or similar unit (but no less than one employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the personal leave is requested. In applying this provision, leave requests that have already been approved shall take priority over those submitted at a later date.

B. Sick Leave Use for Emergencies. Two (2) days of sick leave may be used for a bona fide emergency which could not be foreseen by the employee at least twenty-four (24) hours in advance. These days are not cumulative. If an employee's sick leave is exhausted, the two (2) days of emergency leave maybe charged against other accrued leave that may be available to the employee.

11.13 Workers' Compensation – Leave and Benefits

A. An employee unable to perform any duties as a result of an injury received in the course and scope of employment as defined in Section 440.02, Florida Statutes, shall receive up to fifteen (15) days of injury-in-line-of-duty leave in lieu of receipt of Workers' Compensation indemnity benefits on the condition that the employee complies with the provisions in the following paragraphs. Such leave shall not reduce the employee's accumulated leave. As an exception to the 15-day leave limitation, an employee whose injury results from an act of violence inflicted upon him/her by a student or parent in the course and scope of employment shall receive up to ninety (90) days of injury-in-line-of-duty leave.

B. In the event of an injury as described in paragraph A, the employee shall immediately notify the site administrator or their designee of the injury and complete a written leave request and "Notice of Injury" form with the Risk Management Office. In an emergency, the notice and written leave request shall be provided as soon as the employee is medically capable to do so. Risk Management Office staff shall come to the work site or to a medical facility to facilitate the employee's timely completion of the "Notice of Injury" form when feasible. The employee shall also, as soon as possible, provide a doctor's certificate from a medical provider approved by the District stating that the injury was, in his/her opinion, sustained or contracted during the course of employment. A list of currently approved medical providers shall be maintained at each work site.

C. If an employee is unable to resume duties at the end of the 15-day (or 90 days) period of injury-in-line-of-duty leave, such leave shall also be used for that portion of the employee's contracted employment period

compensated from Workers' Compensation indemnity benefits. The employee may also, while in this status, use any accrued leave to supplement Workers' Compensation indemnity benefits to remain in pay status as it existed prior to the injury. Under no circumstances shall an employee be entitled to receive combined benefits from the District and Workers' Compensation exceeding 100 percent of the employee's average weekly salary. The employee also shall not accumulate leave on that portion of salary received through the provisions of Workers' Compensation.

D. The Board may grant, at its sole discretion, additional injury-in-line-of-duty leave to an employee who is unable to resume duties and who has no accrued leave with which to supplement Workers' Compensation indemnity benefits as described in paragraph C above. Written application for such additional leave shall be made through the Superintendent.

E. An employee (or representative) claiming an injury in the course and scope of employment shall follow to the best of his/her ability the treating physician's instructions and provide timely copies of treatment records and correspondence provided by the physician, cooperate with any assigned rehabilitation or vocational personnel, and cooperate with School Board staff in their employment placement. Employment placement shall include light-duty assignments and any other appropriate efforts to return the employee to active duty within physical restrictions assigned by the authorized physician.

11.14 Leave for Contracting a Communicable Disease at the Work Site

A. An employee who has contracted a communicable disease that is substantially likely to have been contracted at his/her work site shall be authorized to receive up to three (3) days of leave per fiscal year for such illness.

B. In order to qualify for this leave, the following conditions shall be met:

1. The employee has filed a claim with the site administrator on the appropriate form within three (3) days upon return to work;
2. The site administrator must attach a statement to the leave form providing information in support of his/her determination that there is a substantial likelihood that the employee's disease was contracted at the work site (the site administrator may require that the employee provide a doctor's certificate as part of such supporting information). In this regard, the disease must be one that is ordinarily transmitted in a densely populated setting such as a school (examples include pink eye, ringworm, and lice) and for which the incidence of contagion at the school is considerably higher than in the general population at the time the disease is contracted. The common cold and influenza are not included among the contagious diseases for which this leave is granted; and
3. The employee is not eligible to receive Workers' Compensation benefits.

C. Leave provided under this section is not cumulative.

11.15 Annual Leave

A. All employees appointed to a regularly established position authorized for twelve (12) months per year earn annual leave.

B. An eligible employee must be in pay status for at least one-half of the hours for which the employee is appointed during a pay period in order to accrue annual leave during that pay period.

C. Annual leave is accrued while in the 12-month position at the following rates:

Years of Service	Days Per Month	Days Per Year
5 (1 - 60 months)	1	12
6-10 (61 - 120 months)	1.25	15
11+ (Above 120 months)	1.50	18

D. Annual leave may be accumulated up to a maximum of forty-five (45) working days. "Day "shall mean the number of hours an employee is normally scheduled to work in a workday. The administrative head of each school or department should make every effort to ensure that vacation leave is used on a current yearly basis in order to provide employees with vacation, proper rest, and relaxation. In those instances when an administrator is unable to allow an employee to use vacation leave on a current basis, the employee may continue to accrue leave beyond the 45-day maximum; however, vacation leave earned in excess of the forty-five (45) days must be used during the calendar year or forfeited at the close of the workday on December 31 each year.

E. An employee's request for annual leave shall be made in accordance with Section 11.22.

F. An employee, upon separation from the District for any reason, shall be paid for annual leave accrued, not to exceed 45 days, as of the date of separation at the employee's base rate of pay on that date.

G. An employee who enters the Deferred Retirement Option Program (DROP) shall be paid for accrued annual leave, up to forty-five (45) days, at the time the employee enters DROP. Such leave shall be paid at the employee's current hourly base rate of pay at the time the employee enters DROP. A DROP participant who is

in a position authorized to earn annual leave as indicated in paragraph 11.15A above shall earn annual leave as indicated in this article. Annual leave accrued during DROP participation, up to forty-five (45) days shall be paid at the employee's current hourly base rate at the time of termination.

H. Employees eligible to receive annual leave pay, as provided in F and G above, shall participate in the Board approved 401(a) Qualified Retirement Plan subject to a minimum contribution level established by the Board in consultation with LESPA. The 401(a) Qualified Retirement Plan allows:
   1. Participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions of annual leave payout; and
   2. Participating employees who wish to withdraw their funds under conditions that subject the funds to the early withdrawal penalty assessed by the Internal Revenue Service will be reimbursed a 2.35 percent portion of such ten (10) percent penalty upon application to the District pursuant to District procedures for such reimbursement.

11.16 Court Appearances

A. An employee shall be granted full pay and benefits for appearances in court under the following circumstances:
   1. Summoned to appear as a juror.
   2. Summoned to appear as a defendant or a witness in an action arising out of and in the course of his/her employment with the Board.
   3. Summoned to appear as a witness in any civil or criminal action in which the employee is not the defendant or the plaintiff.

B. Any payments received from the court for such appearances may be retained by the employee. An employee dismissed from jury duty or excused from the stand prior to the end of his/her work day shall return to work that day.

C. It is the responsibility of the employee to secure documentation for such appearances at the time of service. This documentation is to be submitted to the work site with the appropriate leave request within two (2) days of appearance or service as a juror.

11.17 Military Leave

A. Leave for Military Duty. Regular full-time employees who are members of the reserve in the United States Armed Forces or members of the National Guard or Naval Service shall receive remuneration up to a maximum of seventeen (17) days during absence from their regular work assignment during any work year if ordered by the Armed Services or National Guard to report for temporary duty. As a condition of granting military leave, the employee must provide certification from the military unit that equivalent training could not be performed during the employee's nonworking time. At the sole discretion of the Board, employees who are called to active military service may be granted thirteen (13) additional paid leave days up to a maximum of thirty (30) days paid military leave during any work year. For the purpose of administering military leave, a work year shall be defined as beginning October 1 and ending September 30 of the following year.

B. Military Caregiver and Qualifying Exigency Leave. An employee may be eligible for Military Caregiver or Military Qualifying Exigency Leave, categories of FMLA leave described in School Board Policy 4430.01. These leave entitlements are for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

11.18 Temporary Duty Assignment. Temporary Duty Assignment shall apply to:

A. Any person who is sponsoring or participating in a school-sponsored activity;

B. Any person who is sent to an out-of-county meeting by the Superintendent, or another authorized county official, to represent Leon District; and

C. Any person who is loaned to another county for special assignment, such as evaluations and plant surveys.

11.19 The District will not pay for any trip that is paid for by another organization.

11.20 Paid Holidays

A. All 12-month employees shall receive nine (9) paid holidays during the fiscal year. The dates of such holidays shall be determined by the Board. Should the Board grant additional holidays to non-bargaining unit members; these additional days shall also be granted to 12-month employees in this unit.

B. Less than 12-month employees will receive five (5) paid holidays during the fiscal year. The dates of such holidays shall be determined by the Board.

C. Employees who are not in paid status on the day preceding a holiday will not receive pay for the holiday period.

11.21 Unauthorized Leave

A. Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the District and its representatives, including all duties and responsibilities as defined by statute; rules of the State Board of

Education; and policies, rules and procedures of the School Board. Such unauthorized leave includes but is not limited to collective refusals to provide service, unauthorized use of sick or other leave benefits, and nonattendance at required meetings. An employee is deemed to be on unauthorized leave when the employee is absent from required duties without having obtained the necessary approval for such absence under the provisions for appropriate leave as elsewhere provided in this Contract or other District leave policies and procedures.

B. Unauthorized leave shall constitute a breach of contract and, therefore, may result in loss of salary or such other disciplinary action as may be deemed appropriate. Unauthorized leave may also constitute an abandonment of position under the provisions of Section 11.23.

11.22 Submission and Approval of Leave Request. An employee's request for a leave of absence with or without pay shall be submitted to the site administrator or designee at least two (2) days prior to the proposed beginning date of the leave and approved by the site administrator or designee prior to the leave being taken, except in the case of an extreme emergency where the employee must be absent prior to receiving approval from the proper authority. When prior approval cannot be obtained by the employee due to such emergencies, the employee shall notify the site administrator or designee of his/her absence and submit the required leave request form as soon as possible.

11.23 Abandonment of Position. An employee who is absent from the workplace for three (3) or more consecutive workdays without authorized leave shall be considered to have abandoned his/her position and resigned from the District.

11.24 Verification of Absence and Excessive Absence

A. Verification of Absence. The site administrator/supervisor of the employee may require a physician's statement or other verification as to an employee's claimed reason for absence under the following circumstances:
   1. After one or more days absence if an employee has received prior written notice of excessive absenteeism or of significant work site priorities that require employee presence on the job, or
   2. Where information regarding suspected misuse of leave has come to the attention of the supervisor. An employee shall provide the requested verification or opinion within five (5) days of the request. If the reason(s) given for the request of leave is (are) found to be erroneous or fraudulent, the employee will be subject to discipline including dismissal.

B. Excessive Absence. A continued pattern of absence, whether paid or unpaid, that affects an employee's ability to carry out the essential functions of his/her position may result in District personnel action including but not limited to use of the discipline or evaluation process, consistent with the District's obligations under District leave policies and state and federal laws governing workplace accommodations for physical or mental impairments or disabilities.

11.25 Policies and Procedures Governing Unpaid Leave.

A. Unpaid Leaves of Ten Days or Less.
   1. Employees shall use all accrued paid leave prior to requesting unpaid leave unless an employee has been authorized to take unpaid leave of more than ten (10) days under paragraph 11.25B below or has been authorized in writing by a site administrator or designee to take unpaid leave without exhausting paid leave due to unusual and compelling individual circumstances.
   2. An employee may be authorized to take unpaid leave, other than the long-term unpaid leave described in paragraph 11.25B below, only in unusual and compelling circumstances approved by the site administrator or designee such as serious personal or family illness or critical child care needs. An employee must submit a written request for such unpaid leave, specifying the reason(s) for such leave.

B. Unpaid Leaves of More Than Ten Days
   1. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the School Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to probationary employees.
   2. Application for such leave must ordinarily be made to the site administrator at least forty (40) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments or in increments of similar size that are more appropriate to a non-instructional calendar where the employee works in such a unit.
   3. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception: An employee who wishes to serve in public office may request an exception to the two-year unpaid leave limitation in accordance with the provisions of this section.
   4. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration.

Employees may accept gainful employment during such leave to include but not be limited to Peace Corps, religious reasons, Vista, and work with other government agencies.

5. An employee granted a leave under this section shall notify the site administrator in writing of his/her intent to return or to seek additional leave as follows:
   a. For leaves granted for the first semester, during the period from October 15 through November 15;
   b. For leaves granted for the second semester or one school year, during the period from February 15 through March 15; or
   c. For leaves granted for periods other than a semester or school year, during the period from twenty (20) to forty (40) days prior to the end of the leave.
   d. Failure of the employee to so notify the District will be considered as abandonment of position.
6. An employee who wishes to return to active employment status from an unpaid leave granted under this section prior to the approved expiration date of the leave shall submit a written request for this change to his/her site administrator. The site administrator and Superintendent may, at their discretion, recommend such change to the Board.

C. Benefits During Unpaid Leave
   1. An employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
   2. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs, provided the employee pays the full cost of such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.
   3. It is the responsibility of employees to notify the Benefits Department of their intent to continue benefits by making monthly premium payments through the Benefits Department.

D. Family and Medical Leave. Employees who have been employed by the District for a minimum of twelve (12) months and who have worked at least 775 hours or sixty (60) percent of the hours in the employee's annual appointment, whichever is greater, during the preceding twelve (12) months of employment are eligible to request unpaid Family and Medical Leave. Employees requesting such unpaid leave for serious personal or family illness are entitled to continued Board contributions to insurance programs for up to twelve (12) weeks. Employees wishing to receive this benefit must identify their leave request as Family and Medical Leave (FMLA) prior to taking the leave and submit completed "Application for Family and Medical Leave" and "Certification of Physician" forms with their FMLA leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

E. Military Caregiver and Qualifying Exigency Leave. An employee may be eligible for Military Caregiver or Military Qualifying Exigency Leave, categories of FMLA leave described in School Board Policy 4430.01. These leave entitlements are for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

11.26 Parental Leave: A parental leave of absence without pay shall be granted to an employee for the purpose of preparing for the arrival of, and caring for, the employee's biological or adopted child as follows:

A. An employee shall be entitled upon written request to a leave to begin at any time between the commencement of a pregnancy or one month prior to the expected date of an adopted child's placement in the employee's home and one year after a child is born or after an adopted child is placed in an employee's home, provided that a qualified replacement is available. The employee shall submit the written request to the Superintendent, through the immediate supervisor, a minimum of thirty (30) days prior to the commencement of such leave, except in the case of emergency, and also indicate the date of its termination. Such leave may be extended for up to one additional year under the provisions of Section 11.25.

B. Upon return, the employee shall be returned to his/her former position or to a substantially similar position.

C. All or any portion of a leave taken by an employee connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave when a physician certifies that the employee is unable to perform her duties. In the event the leave exceeds the employee's allowable paid sick leave, the employee shall be placed on unpaid leave.

11.27 Medical Information: An employee may be required to be certified by a physician that the employee is physically capable of safely performing the duties required by the employee's position. An employee may also be required to provide information from his/her medical provider regarding the employee's medical condition and other medical information relevant to the District's staffing needs and its obligations under District leave policies and state and

federal laws governing workplace accommodations for physical or mental impairments or disabilities.

11.28 Bereavement Leave

A. All full-time employees who have completed a six-month probationary period in their appointed position shall, upon a request submitted in accordance with the provisions of Section 11.22, be credited with five (5) days bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparents, grandchild, or in-law or step-relative counterparts.

B. Employees will be credited with the five (5) days paid bereavement leave on a fiscal year basis. Bereavement leave is not cumulative. An employee may use up to three (3) days of other leave s/he may have accrued (sick, annual, or compensatory) for one or more subsequent deaths in the employee's immediate family if the employee has already exhausted the employee's five (5) days of bereavement leave during a year. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay). Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request form. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member, unless the employee documents a legitimate reason to extend this period.

11.29 Leave for Domestic or Sexual Violence Situations: An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence upon meeting the conditions described in School Board Policy 4430.02. An employee requesting such leave must first use any paid leave available to the employee (sick, personal, annual and compensatory); if none is available, the employee may then use unpaid leave.

Article 12
Employee Evaluation

12.01 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration. The evaluation process is designed to assess and communicate performance effectiveness, to aid in improving performance of assigned duties and, if necessary, to develop a performance improvement plan to assist in addressing deficiencies for the employee whose performance is not satisfactory; the process is not to be used as a punitive measure.

12.02 The following guidelines shall be used in the evaluation process:

A. Annual Evaluation

1. An employee's performance shall be evaluated at the end of an employee's service in a probationary period, unless the employee has been dismissed during the probationary period (see Section 13.01), and annually. The period covered by the annual evaluation shall ordinarily coincide with an employee's school year/fiscal year contract. The annual evaluation shall be conducted no sooner than 60 days prior to the end of the employee's contract and no later than 10 days prior to the end of the evaluation period.
2. Employees shall be provided copies of the annual evaluation form and a description and explanation of the evaluation process to be used, including the period of employment to be covered by the evaluation, no later than 30 days after the beginning of the evaluation period.
3. The supervisor/evaluator shall schedule a meeting with the employee to discuss the evaluation no later than 10 days after the completion of the evaluation.
4. The supervisor/evaluator and employee shall sign and date the evaluation form that will be placed in the employee's personnel file. The signature of the employee indicates only that the evaluation form has been discussed with the employee and does not imply that the employee agrees with the evaluation. The employee may attach written comment to the evaluation within ten days of signing it.
5. The employee shall receive a copy of the written evaluation.

B. Other Evaluations during the Evaluation Period.

1. If a supervisor/evaluator determines during the evaluation period that an employee's performance needs to be improved, the supervisor/evaluator shall ordinarily meet with the employee to discuss such performance and to provide the employee with recommendations for its improvement.
2. If the employee's performance does not improve after a reasonable time, the supervisor/ evaluator may provide the employee with a "Performance Improvement Notice" as described in Section 12.03 below. Such notice may also be provided as an initial response to unsatisfactory performance that is sufficiently serious to warrant such a formal action, notwithstanding the provisions of paragraph B1 above.

12.03 Needs Improvement or Unsatisfactory Evaluations

A. Needs Improvement Evaluation.

1. An employee who receives an overall needs improvement evaluation shall be provided a Performance Improvement Notice within ten (10) days of such receipt that contains at least the following information:
   a. A description of the performance that needs to be improved;
   b. The performance improvement desired;
   c. Assistance to be provided the employee including supervisory feedback, training, etc.;
   d. Length of time within which to achieve the improvement; and
   e. Possible consequences for failure to improve performance.
2. An employee shall be provided a total of at least sixty (60) days within which to improve performance to a satisfactory level. The employee's performance shall be reevaluated within ten days of the conclusion of the performance period.
3. Annual salary increases shall not be withheld based on a needs improvement evaluation.

B. Unsatisfactory Evaluation

1. An employee who receives an overall unsatisfactory evaluation shall be provided a Performance Improvement Notice within ten days of such receipt that contains at least the following information:
   a. A description of the unsatisfactory performance;
   b. The performance improvement desired;
   c. Assistance to be provided the employee including supervisory feedback, training, etc.;
   d. Length of time within which to achieve the improvement; and
   e. Possible consequences for failure to improve performance.
2. An employee shall be provided a total of at least forty (40) days within which to improve performance to a

satisfactory or needs improvement level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.

a. If at the end of such period an employee's performance continues to be evaluated as unsatisfactory, the supervisor may provide the employee with up to an additional forty (40) days to improve to a satisfactory or needs improvement level or may proceed to terminate the employee's appointment.
b. If at the end of such period an employee's performance is evaluated as needs improvement, the supervisor will continue to evaluate the employee under the procedures in paragraph 12.03A above.

C. An employee whose performance is evaluated as unsatisfactory shall not receive a salary increase during the period that such evaluation is in effect. If an employee's evaluation improves to satisfactory or needs improvement during a period of no more than 40 days after the effective date of a salary increase, the employee shall be provided the salary increase on a prospective basis from the date of such evaluation.

12.04 In areas where the Superintendent determines the administrator is not qualified to evaluate the technical skills of an employee, a person deemed by the Superintendent to be qualified in that technical area will be utilized to evaluate said technical skills.

Article 13
Employee Practices

13.01 Probationary Period and Status

A. A person employed to fill a regular part-time or full-time position shall be appointed to that position on probationary status for a period of six months. The probationary period may be extended, in unusual circumstances, in increments of up to forty (40) days to a maximum of sixty (60) days to allow for additional training and experience. Such an extension shall be provided upon a written recommendation of the supervisor and signed approval by the employee and the Executive Director of Employee Relations.

B. Except for the dismissal provision in paragraph C, a probationary employee is entitled to all benefits provided to a regular employee including the right to become or not to become a member of LESPA.

C. Probationary employees may be dismissed from their position at any time without a showing of just cause.

D. A permanent status employee who is promoted shall serve in the higher classification on probationary status for six (6) months, after which s/he shall be granted permanent status in the new classification. Such probationary period may be extended, in unusual circumstances, in increments of up to forty (40) days to a maximum of sixty (60) days to allow for additional training and experience. Such an extension shall be provided upon a written recommendation of the supervisor and signed approval by the employee and the Executive Director of Employee Relations. The employee shall retain permanent status as described in Section 13.02 below in the lower classification.

E. A permanent status employee who voluntarily transfers to another job classification in the same pay grade shall serve in the new position on probationary status for three (3) months, after which s/he shall be granted permanent status in the new classification. The employee shall retain permanent status, as described in Section 13.02 below in the previous classification.

F. Interpreters not possessing minimum qualifications may be hired for one year on probationary status. If certification is not achieved during the probationary year, the position will be advertised.

13.02 Permanent Status. An employee who successfully completes a probationary period in a LESPA bargaining unit position as described in Section 13.01 shall be granted permanent status in that job classification. A permanent status employee is subject to annual reappointment in a position in a job classification in which s/he has been granted permanent status as set forth in Section 13.03 below.

13.03 Annual Appointment and Non-reappointment. An employee who has achieved permanent status in a position in the LESPA bargaining unit is subject to annual non-reappointment at the discretion of the Board during the first three (3) years of employment with the District in a position classified in the LESPA bargaining unit. An employee who has met the following criteria shall no longer be subject to such annual non-reappointment with the exception of employees serving in time-limited positions as described in Section 13.04:

A. Successfully completed the probationary period and granted permanent status in a job classification in the LESPA bargaining unit;

B. Employed for three (3) consecutive years for a minimum of 550 hours per year in a position in the LESPA bargaining unit;

C. Performance evaluated as Meets Expectations or above; and

D. Appointed by the Board to a fourth (4th) year of employment.

13.04 Time-Limited Positions and Status. Positions for which the job duties are project oriented and which are funded from those contracts or grants or other sources of funds that are expected to be available only for a specified period may be designated as time limited. Employees appointed to such positions after July 1, 2004, who are subject to non-reappointment under the provisions of Section 13.03 at the time of such appointment, shall continue to be subject to annual non-reappointment although they may be employed for more than three (2) consecutive years in a LESPA bargaining unit position. Such employees shall not accrue layoff or recall rights under the provisions of Sections 13.09 and 13.10.

13.05 Break in Service. Employees who, in a fiscal year, have earned that year of service with a Meets Expectations or above annual evaluation; who are not reappointed for the next fiscal year; and are then rehired in the subsequent fiscal year between July 1 and November 30, shall be considered as having had no break in service. Employees who are rehired without a break in service in accordance with this provision shall not be reassessed the fingerprinting fee if the District can legally forgo imposing such fee by screening the existing fingerprints of such employee rather than resubmitting the employee's fingerprints.

13.06 Position Classifications and Job Descriptions

A. Each employee shall be employed in a position that is assigned a classification. The classification specification

includes a list of activities generally assigned to employees in positions in that classification.

B. An employee's job description describes the specific duties of an employee in a specific position, consistent with the classification specification to which the position is assigned.

C. The position classification specification and job description shall be made available to an employee upon request.

13.07 Posting of Vacancies

A. The Board agrees to post notices for five (5) days of all vacancies of positions in the bargaining unit on a designated bulletin board in the administration building and electronically on the District website.

B. Notice of temporary bargaining unit vacancies which exceed eight (8) consecutive weeks shall be posted as called for in paragraph 13.07A, above. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis while this procedure is being followed.

13.08 Hiring from Within

A. When management intends to fill a vacant position by hiring from current employees within the District, the advertised vacancy shall be so identified.

B. If an employee from within the site that advertises the vacancy wishes to be considered for that vacancy, the employee shall notify the site administrator in writing. Priority consideration, which shall include a personal interview, shall be given to these employees.

C. When a vacancy is to be filled from the ranks of permanent status employees, the following criteria shall be considered:
   1. Qualification/experience/evaluations;
   2. Length of service in the District; and
   3. Measurable position-specific skills.

D. Transfers and Reassignments
   1. Definitions
      a. Transfer. A transfer is the assignment of an employee to another position at another worksite in the same classification or in a different classification assigned to the same pay grade.
      b. Reassignment. A reassignment is the assignment of an employee to another position in the same classification at the same worksite.
   2. Voluntary Transfers and Reassignments.
      a. Voluntary transfers and reassignments are discouraged during the period from August 1 through September 30 to facilitate staff stability in preparing for the school year. However, if an employee has been notified that a reduction in hours may occur in their current position the employee shall be given priority consideration for an interview for a different position or assignment. A request for a transfer or reassignment during this period will be granted only if the site administrator at the site from which the employee is to transfer or be reassigned determines that such transfer or reassignment can be accommodated without a significant impact on the staffing needs of the site and upon the employee documenting that the requested transfer will significantly benefit the employee (reduce commuting distance, facilitate child care, significantly increase appointed hours, etc). Transfers and reassignments during the remainder of the year shall be accommodated, upon an offer of employment from the site administrator where the vacancy exists, subject to unusual circumstances that would justify a delay or denial of such action when the site administrator at the site from which the employee is to transfer or be reassigned documents that the proposed transfer would significantly affect the programmatic needs at the site and the administrator cannot, with reasonable effort, identify an alternative approach to staffing that would address these programmatic needs within a reasonable period of time.
      b. Voluntary Transfer Request Process
         (1) Permanent status employees who wish to transfer or request a reassignment shall complete and submit a "LESPA Transfer & Reassignment Request Form" (Appendix C) to a site administrator advertising a vacancy for which the employee is qualified.
         (2) Priority consideration, which shall include a personal interview, shall be given to any employee who has identified a vacant position for which s/he is qualified, applied for the position using the paperless applicant tracking system (PATS), and submitted a "LESPA Transfer & Reassignment Request Form" in a timely manner to the site administrator advertising the position. No assignment of new employees to that position shall be made until all pending requests for transfers have been given such priority consideration.
         (3) Employees considered but not hired through this process shall be provided written notification within ten (10) days of the decision.

c. When an employee is approved for a transfer into a new position, it shall be the joint responsibility of the employee and his/her new supervisor to contact the employee's current supervisor to establish a mutually agreeable time line for the transfer process. This period shall not exceed twenty (20) days. Where possible, an opportunity for the transferring employee to be trained by the employee vacating the position should be considered by both supervisors.

3. Transfers Accompanying Reduction in Positions at a Site
   a. When the District determines that a reduction in the number of positions at a site is necessary, it shall identify the department/area(s) within which the reduction is to take place and the number of positions to be reduced.
   b. Volunteers who meet the requirements for the reduction shall be transferred first so long as they meet the qualifications for available positions and are approved by the receiving site administrator. Volunteers will be provided the opportunity to indicate their preferences from among available positions.
      (1) In the event there are more volunteers than positions to be eliminated, volunteers will be chosen for transfer based on their qualifications, length of service as an employee, and their documented performance and behavior record.
   c. If there are insufficient volunteers for the required position reductions, employees will be transferred based on their qualifications, length of service as an employee, and their documented performance and behavior record, and subject to the approval of the receiving site administrator. Employees will also be provided the opportunity to express their preferences from among available positions.
   d. If there are insufficient available positions to accommodate all the employees in positions that are to be eliminated, employees who are not transferred will be laid off in accordance with Article 8.
   e. The transfer of employees from sites where positions are reduced is to be given priority over normal hiring procedures and available positions are to be filled by such transfers where possible except in unusual and compelling circumstances.
4. Employees who are voluntarily or involuntarily transferred shall retain credit for purposes of pay rates and benefits for experience that is relevant to the classification of the position to which they are transferred.
5. Notwithstanding other provisions of this Article, the Superintendent and Board retain the authority and discretion to transfer employees when they determine it is in the best interest of the school district.

13.09 Layoff

A. In the event the Board determines that a reduction in the number of permanent positions is necessary, the following procedure shall be used. The Board shall determine the program areas, school, work location, and/or classification in which the reduction shall take place.
B. The order of layoff of members of the unit shall be by classification as follows:
   1. Permanent employees having unsatisfactory performance evaluations.
   2. Permanent employees having the least amount of creditable years of service in the District as defined in paragraph 13.03B.

13.10 Recalls

A. The Board shall determine the positions in which recall will be made and the number of employees to be recalled. Employees shall be recalled in the inverse order of layoff.
B. It shall be the responsibility of the employee to keep the Board informed of a current mailing address where a letter of recall can be sent. Letters of recall will be mailed by certified mail to the employee to the last address provided to the Board. Failure to respond to the letter of recall within ten (10) days after receipt will be considered a resignation and the employee shall have no further right to recall.
C. If the employee has not been recalled within twelve (12) months, the layoff shall be considered permanent.

13.11 Employees shall be required to comply with the requirements of a sign-in/sign-out system which records all hours worked on a daily basis.

13.12 The Board will provide the necessary training at each work site for all employees covered by this article. New employees will receive this information in the District-wide new employee orientation.

13.13 Employment after Retiring

A. An individual interested in employment with the Leon County Schools after retiring may apply for an available position for which he/she is qualified. "Retiring", as described here, includes completion of the Deferred Retirement Option Program (DROP) or retiring under the Florida Retirement System without participating in such program, or retiring from any other public or private employer. Individuals appointed after retiring are to be treated as new employees and are subject to the employment conditions described in the Contract for such employees with the exceptions set out below. Reemployed retirees will have their pay placement on the

applicable pay range determined in accordance with the provisions of Section 16.02 A 1 and 2.

B. Annual Appointment and Layoff. Notwithstanding the provisions of Section 13.02 and 13.03 to the contrary, an employee who is appointed after retiring shall continue to be appointed to an annual contract and subject to non-reappointment under the provisions of Section 13.03 although the employee may be employed for more than three consecutive years. Additionally, such employees shall not accrue layoff or recall rights under the provisions of Sections 13.09 and 13.10.

Article 14
No-Strike Provision

14.01 The Board and LESPA agree that all differences between them shall be resolved by orderly procedures and without interruption or cessation of service such as, but not limited to, the concerted failure to report to work, willful absences, work stoppages, work slowdowns, sick-ins, or any other type of interference.

14.02 In the event of any action in violation of this Contract, LESPA shall immediately post notices at any or all buildings affected, advising that such action is unlawful, in violation of this Contract, and unauthorized by LESPA. LESPA shall further advise any and all employees involved, including notification to the media if requested by the Board, that such employees are in violation of this Contract and that all employees should return forthwith to their regular duties.

14.03 LESPA shall further be expected to take any and all other action reasonably within its power to bring the activity to an end.

14.04 The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. In addition, any employee or employees violating this provision may be held liable by the Board for any and all damages, injuries, and costs incurred.

14.05 If LESPA or its representatives were responsible for, participated in, or encouraged the participation in the strike, this Contract and all of its provisions shall be declared null and void.

14.06 The Board, in the event of violation of this provision, shall have the right, in addition to the foregoing, to any other remedies available in law, to seek injunctive relief and damages against LESPA.

Article 15
Insurance and Payroll Deductions

15.01 Health Insurance Program

A. The Board will make available to eligible employees a group health insurance program. The Board shall contribute the following percentages of the premiums charged by each of the health care plans, including the premium for mental health care, offered by the District through its health care program:
   1. 80 percent of the individual coverage premium; and
   2. 60 percent of the two-person and family coverage premium.

B. Two-Employee Coverage
   1. Two-Employee - Two-Person Coverage. Each employee covered under two-employees - two-person coverage shall pay the individual employee's cost for single coverage.
   2. Two-Employee - Family Coverage. Each employee covered under two-employees - family coverage shall pay the individual employee's cost for single coverage.

C. The Board will provide for the payment of premiums by payroll deduction for employees for such plan. The Board health insurance contribution shall be made in ten (10) installments.

15.02 Life Insurance: The Board will provide eligible employees a term life insurance policy in an amount not less than $30,000 which will be without cost to the employee.

15.03 Other Deductions

A. The Board may provide voluntary payroll deductions for other programs it determines to be of benefit to employees. Programs may include, but not be limited to, Credit Union, Tax-Shelter Annuity, LCSB Flex Plan, additional insurance plans, etc.

B. The Board will provide LESPA with up to two payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by LESPA and its State and national affiliates (FEA, NEA, AFT.) All deductions shall be made on a ten-payroll basis, using a mutually agreeable deduction form to be provided by LESPA and transmitted to the common remitter(s) selected by LESPA or its affiliates for such purpose as a single check amount to each remitter each payroll period. LESPA will hold the Board harmless for any claims arising out of the use of this payroll deduction slot.

15.04 Benefits Committee: A committee shall be established to evaluate the current benefits program and review proposed changes to such program. This committee shall monitor the current plan and recommend to the Superintendent and LESPA any changes it determines are necessary. The committee shall consist of at least one LESPA appointee.

Article 16
Compensation

16.01 Employees shall be compensated only according to the position to which they are assigned as provided in the attached classification and pay grade list (Appendix A).

16.02 Initial Employment and Supplemental Employment, Placement of Pay Grade. Each person employed on or after the date of ratification will be placed on the appropriate pay range in the following manner:

A. Initial Placement on Pay Range

1. The normal starting rate (base pay) for a new employee is the minimum of the pay range to which the position is assigned. Additional pay up to ten percent (10%) above the minimum of the respective pay grade shall be granted for: 1) experience that is verified and related and/or 2) education (degree[s] or vocational certification[s] with a minimum of 720 hours) attained that exceeds the minimum position requirements. The salary will increase at a rate of two percent (2%) per year for up to five (5) years' experience/ education credit for qualifications which exceed the minimum experience and educational requirements.
2. Former and current employees who leave a position in the LESPA bargaining unit and are returning to a position in the LESPA bargaining unit within twelve (12) months of separation will be considered reappointments for the purposes of salary determination. Salary placement will be consistent with the provisions outlined in 16.03 and will be based upon the salary at the time of separation from the unit. Nothing in this language shall conflict with the provisions outlined in article 13.05.
3. In extraordinary circumstances, and in consideration of factors such as experience, education, specialized knowledge, skills and/or abilities, the Superintendent may recommend placement beyond ten percent (10%) above the minimum of the salary range.
4. A new employee is solely responsible for providing verification of experience and educational attainment to the Offices of Human Resources within 120 days of initial employment with the district. Forms for this purpose are available upon request from the Office of Human Resources.

B. Verification of Experience and Education

1. All previously related experience must be verified by the previous employer on company/business letterhead or on a form provided by the Human Resources Department. The verification must include the employer's business name, dates of employment, job title, type of work performed, and a notarized authorizing signature. (The school seal may be used when experience was within a school system.)
2. All education must be verified by certified transcript.
3. A new employee is solely responsible for providing verification of experience and educational attainment to the Human Resources Department. Forms for this purpose are available upon request from the Human Resources Department.
4. Credit for OPS experience will be granted on a year-for-year basis. For credit purposes, a year of OPS experience is equivalent to 2,016 hours.
5. All higher education must be verified by official transcript from a regionally accredited college or university.

C. Supplemental Appointments to Positions Funded by Contracts or Grants, or through Fee-based Revenues. An employee appointed to a regular position may be offered a supplemental appointment in another position that is funded from a source other than General Revenue (ex. contracts, grants, fees). Examples of such programs are before and after school programs at instructional sites.

16.03 Changes in Pay

A. Promotion. A promotion occurs when an employee moves from a position in one classification to another position in a different classification which is assigned a higher pay range. Upon promotion, the employee is provided an increase of no less than ten (10) percent of base pay or to the minimum of the new pay range. In no case will an individual's base pay be less than the minimum of the pay range for the position to which the employee is promoted.

B. Demotion

1. A demotion occurs when an employee moves from a position in one classification in one pay range to a position in another classification at a lower pay range.
2. Voluntary Demotion. The base pay for an employee who accepts a voluntary demotion or requests a demotion will ordinarily be established by reducing his/her base pay by ten (10) percent but in extraordinary instances may be otherwise established in consideration of the factors described in paragraph 16.02A above. If such base pay reduction results in the employee's base hourly pay exceeding the maximum of the pay range of the position to which the employee is demoted, the employee will not receive annual pay raises

until the employee's base hourly pay is at or below the pay range maximum. Additionally, the base hourly pay of an employee requesting or accepting a voluntary demotion will not be lower than the minimum of the pay range of the position to which demoted.

3. Involuntary Demotion. An employee who is demoted for just cause shall receive a fifteen (15) percent reduction in base pay. If such base pay reduction results in the employee's base hourly pay exceeding the maximum of the pay range of the position to which the employee is demoted, the employee will not receive annual pay raises until the employee's base hourly pay is at or below the pay range maximum. Additionally, the base hourly pay of an employee involuntarily demoted will not be lower than the minimum of the pay range of the position to which demoted.

C. Transfer. A transfer is the assignment of an employee from one position in one classification to another position in another classification within the same pay range. There is no change in the employee's base pay as a result of a transfer.

D. Base pay, referred to in promotion, demotion or transfer, does not include shift differentials, critical salary additives, payments for certificates, lead worker adjustment, pay for work in a higher job classification, or supplements.

E. Interpreters

1. Adjustments to higher salary levels for interpreters shall be made only upon the receipt of an official copy of the Educational Interpreter Certificate, which attests to the level of interpretive skills or demonstration of competencies as called for in the official job description. In the event qualified applicants cannot be found to fill an opening, persons approved by LESPA and the Board shall evaluate applicants' general ability to interpret/translate sign to voice and voice to sign as required by the site where the vacancy exists. Salary adjustments will be made upon submission of an official copy of the Educational Interpreter Certificate or Registry of Interpreter for the Deaf Certificate or an assessment of ability as called for in the official job description. Movement to higher salary levels shall be permitted only at the beginning of each semester of the regular school year. Verification of previous work experience will be acknowledged in the initial placement on the salary schedule.
2. Any interpreter who does not hold an Educational Interpreter Certificate or Registry of Interpreter for the Deaf Certificate will be subject to an evaluation by personnel assigned by the Leon School Board. Should this occur the interpreter's pay classification shall be as an interpreter trainee until the evaluation is completed.

16.04 Changes in Position Pay Range or Title

A. Pay Range Adjustment. When the pay range of an existing job classification is adjusted, employees below the minimum of the new pay range will be placed at minimum of the new pay range. No employee shall have his/her base pay reduced as a result of a pay range adjustment. Any other adjustments to individual base pay will be at the discretion of the Superintendent and Board.

B. Reclassification. Reclassification is defined as changing the classification title, duties, and responsibilities for a particular position when those duties change substantially. When a reclassification occurs and if the pay range changes, employees will be handled as provided under the Pay Range Adjustment provision.

C. Base pay, referred to in Pay Range Adjustment or Reclassification, is defined in Section 16.03D, above.

16.05 Additions to Base Pay

A. Pay for Lead Worker Status. Lead Worker status is assigned when an employee is given supervisory/coordinating responsibilities over two (2) or more employees in the same classification. An additional five (5) percent of an employee's base pay will be provided to an employee in lead worker status. This status shall be designated by the Board for initial periods of between two (2) and six (6) months; subsequent designations shall be made on a semiannual basis.

B. Pay for Temporary Work in a Higher Job Classification. Where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay range) to fill a temporary vacancy of an established position, an additional ten (10) percent of an employee's base pay will be provided to an employee who performs in this manner.

1. This action requires approval in advance by the Human Resources Department.
2. This provision is not to be applied in the situation of vacation replacements.
3. In order to receive this increase, an employee must be working in the higher classification for a minimum of fifteen (15) days and must possess the minimum qualifications required in that classification. Upon completion of day fifteen (15) in the temporary assignment, additional compensation shall be retroactive to day one (1) of the temporary assignment.

4. Upon return to the previous position, the employee will return to his/her base pay plus any Board/LESPA negotiated increases that occurred during the temporary assignment.
5. Vacancies exceeding six (6) months in a year must be filled through regular advertising procedures and not through temporary assignment. When these vacancies are filled with a current employee, base pay will be determined using the same considerations as noted in paragraphs 16.03A Promotion, 16.03B Demotion, or 16.03C Transfer.

C. Summer Employment
1. An employee who, during the summer months, is assigned to work in a position with a lower pay grade shall have his/her normal school year hourly pay rate reduced by ten (10) percent. If the ten (10) percent reduction does not place the employee's hourly pay rate within the pay range of the lower pay grade, the employee's salary shall be reduced to the maximum of the pay range of the summer position.
2. If an employee from within the school/department that has a summer school vacancy wishes to be considered for the vacancy, the employee shall notify the principal/administrator. Initial consideration in hiring will be given to employees at each school/department based upon their seniority at that site as well as their experience and qualifications to carry out the responsibilities of the position.
3. Less-than-12-month employees who are appointed to work in excess of ten (10) months, excluding the summer school session, shall receive full benefits during their extended period of employment.

D. Well-Care Supplement Pay
1. The employees designated to receive this supplement will perform all duties associated with the "well-care" needs of identified students to ensure and promote good health and optimal performance during the school day on a consistent basis. These duties include, but are not limited to: Diapering, Toileting, Tube-feeding, Catherization or Personal Hygiene routines.
2. The following must occur to receive this supplement:
   a. The Well-Care supplement shall only be available to employees of the LESPA bargaining unit.
   b. The employee will receive a $1.00 per hour supplement to perform well-care activities associated with students that require special needs care for all hours worked while students are in session to include the regular and extended school year. This supplement will appear in a separate line item and will be calculated based on the following formula: number of days worked X the number of contracted hours.
   c. The site administrator will be responsible for completing an electronic Well-Care Personnel Action Request.
3. This supplement shall be first offered to the paraprofessional assigned to serve the specific students at the site or the Classroom Behavior Specialist assigned to serve the specific students. Once all paraprofessionals and Classroom Behavior Specialists have declined the supplement it may be offered to any other position within the LESPA bargaining unit.
4. This supplement shall be provided to the designated employees for hours worked in lieu of a licensed school nurse during the Extended School Year (ESY) program, subject to the following conditions:
   a. The supplement shall be paid only for the actual time spent performing duties in place of the school nurse.
   b. To receive the supplement, employees must submit a completed Nursing Substitute Form.
5. This supplement will be paid at the discretion of the District when funds are available.

16.06 Automobile Allowance. An employee covered by this Contract who uses his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to or from the employee's home and an assigned work location. In order to receive mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.

16.07 Overtime and Premium Pay

A. Overtime
1. General Policies
   a. It shall not be the general policy of the Board to have employees work frequent or consistent overtime. However, when an employee entitled to overtime under the Fair Labor Standards Act is directed to work overtime, defined as those hours worked beyond forty (40) hours worked in a workweek, the employee shall be compensated for such overtime at a rate of one and one-half times the employee's normal rate of pay. Such work shall include, but not be limited to, SITE/SAC team member duties.
   b. A supervisor may not unilaterally alter an employee's workweek to avoid overtime (however, an employee's schedule during a workday may be adjusted on an infrequent basis due to unanticipated

changes in the scheduling of assigned duties).

c. Supervisors shall maintain records of all time spent by employees performing compensable activities. If a supervisor does not wish work to be performed, the supervisor must make reasonable efforts to prohibit it.

2. Payment for Overtime. Monetary payment shall be subject to approval by the Superintendent or designee. Where monetary payment is not approved, the employee must be given compensatory time equal to an amount that is one and one-half times the number of overtime hours worked. If the employee has been paid straight time for all hours worked, the employee must be given compensatory time for the half-time remaining. If compensatory time exceeds the maximum number of hours established in Board policy and procedures, additional overtime must be in the form of a monetary payment.
3. Use of Compensatory Time. An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt operations. Employees' approved earned compensatory time shall be carried forward from one year to the next. It is recommended that employees use compensatory time prior to sick or annual leave.

B. Premium Pay

1. Holiday Pay. In the event an employee is required to work during one of the nine (9) District-recognized holidays as stated in Section 11.20, the employee shall be compensated at a total rate of two (2) times the employee's normal rate of pay for the hours worked, including any regular pay that an employee may otherwise receive for the holiday, regardless of the hours worked during that workweek. For example, if an employee with a regular hourly rate of pay of $10 is assigned to work on Thanksgiving Day and Thanksgiving Day is a paid holiday for that employee, the employee would receive additional compensation in an amount of $10, or one hour of compensatory time, for each hour worked. The employee would also receive his/her regular pay for Thanksgiving Day. If Thanksgiving Day is not a paid holiday for the employee, the employee would receive additional compensation in an amount of $20, or two hours of compensatory time, for each hour worked.
2. Winter and Spring Break. Employees who voluntarily accept an opportunity to work in a District program offered during the winter or spring break period (other than on a day designated as a District holiday in paragraph 1 above) shall receive their regular rate of pay for such assignment. Employees who would otherwise not be required to report to work during these periods but who are assigned during all or a portion of these periods (other than District-recognized holidays as described in paragraph 1 above) to meet urgent District needs shall be compensated at a total rate of one and one-half times the employee's normal rate of pay for the hours worked, including any regular pay that an employee may otherwise receive for the hours worked, regardless of the hours worked during that workweek.
3. Emergency Pay
   a. In the event employees are required to respond to emergency calls outside the normal workday (except for those extraordinary circumstances involving natural and other disasters that would entail the closing of schools and other District facilities that is addressed in paragraph b below), employees shall receive compensatory time equal to an amount that is two (2) times the number of overtime hours worked in this capacity beyond forty (40) hours worked in that workweek. Emergency calls for this purpose include only those calls that require an employee to return to a work site to address a bona fide emergency after leaving the site at the end of the regular workday.
   b. When a natural or other disaster, including severe weather that threatens life and property, causes one or more District worksites to be closed by the Superintendent (see Article X), the following pay policy shall apply to those employees authorized by the Superintendent to work during such circumstances (this policy shall be in effect only during the period identified by the Superintendent). Employees required to work during such period shall receive monetary payment at a rate of two (2) times their normal rate of pay or compensatory leave equal to two (2) times the number of hours worked, as determined by the department head, regardless of the total number of hours worked during that workweek and regardless of whether employees are also receiving their regular pay during all or a portion of such period.

C. On Call/Call Back

1. Employees who are to carry a pager or cellular phone outside their normal workday and respond to calls within a reasonable period of time but whose freedom of movement is not significantly restricted, who are not regularly engaged in responding to significant numbers of calls, and who are free to pursue their own interests and are not expected to respond to all calls within a short period of time, are not engaged in work

predominantly for the benefit of the District and are not compensated for such assignment.

2. Time spent in responding to calls that is more than nominal, as well as time spent returning to the work site, is compensable as work time so long as it is verified within the time period determined by the department.
3. Employees who are required to be on call District-wide and carry an emergency phone that significantly restricts their freedom of movement and may necessitate their returning to the work site may use their assigned county vehicle to travel between their home and regular work site as well as to travel to the site of any emergency during the days that they are assigned such district-wide on-call assignment. Such employees shall be compensated $35 a day for every normal workday and $50 a day for every day that is not a normal workday, including holidays, for each day that they are given this assignment in addition to their regular work assignments.
4. The Garage Supervisor shall be compensated for inclusion in the state-wide emergency directory and for being on call for transportation emergencies as follows:
   a. Monday through Friday - Payment with compensatory time for actual time spent responding to calls.
   b. Weekends - 234 hours x hourly rate = yearly supplement.

16.08 Retirement Incentive

A. In the fiscal year when an employee first becomes eligible for normal retirement, ten (10) percent of his/her annual salary, excluding supplements, shall be added to his/her annual salary provided that s/he:
   1. Completes the necessary procedures through the LCS retirement Office four (4) calendar months prior to the expected "normal" retirement date, and
   2. Resigns effective any date during the fiscal year.
   3. Understands this sum will be paid in his/her last check.
B. For the purpose of this section, the phrase "normal retirement" shall mean retirement as defined in Section 121.021(29), Florida Statutes.
C. An employee who elects to participate in the Deferred Retirement Option Program (DROP) shall not be eligible for the Retirement Incentive.
D. Employees who do not complete the necessary procedures with the required timeframe listed above will not be eligible for the Retirement Incentive.

16.09 Employees who are required to participate in Staff Development outside their regular workday will be compensated at their hourly rate of pay.

16.10 Staff Development Incentive

A. The detailed provisions and procedures governing this Staff Development Incentive Program are contained in District Procedure B-5.
B. An employee is eligible to receive a staff development incentive lump-sum payment equal to three percent (3%) of the employee's annual base rate of pay upon satisfying the following conditions:
   1. Is serving in a regular position in the LESPA bargaining unit and is no longer subject to annual non-reappointment under Section 13.03;
   2. Has received a "Meets Expectation" evaluation or above for the most recent evaluation period;
   3. Submits the Staff Development Incentive Program Credit Request Form, approved by the employee's supervisor, and required documentation of completion of job-related training or coursework to the Staff Development Office within ninety (90) calendar days of completing the training or coursework; and
   4. Notifies the Staff Development Office upon completion of 150 hours (100 hours for less than full-time employees) of eligible training that has been submitted as described in 3, above.
C. A staff development incentive payment is limited to one every three (3) years, and no more than three (3) such payments shall be granted during an employee's employment with the District.
D. Any staff development hours earned in excess of the 150 hours (100 hours for less than full-time employees) during the three (3) year period shall be applied to the next training period.
E. Credit will not be granted for the following activities:
   1. Primarily for personal enrichment;
   2. Special assignments for which an employee receives compensation;
   3. Training taken to achieve job certification which qualifies an employee to receive a per hour pay increase;
   4. Training that enables an employee to meet or maintain the minimum qualifications of the job classification for the position in which they are currently appointed; and
   5. Coursework being used for renewal of a professional teaching certificate.

16.11 Staff Degree Incentive Program

A. An employee is eligible to receive a lump-sum payment of three percent (3%) of the employee's base annual

rate of pay upon satisfying the following conditions:

1. Is serving in a regular position in the LESPA bargaining unit and has completed the probationary period in his/her current position;
2. Has received a "Meets Expectation" evaluation or above for the most recent evaluation period;
3. Receives a degree from an institution of higher education accredited by a regional accrediting body (Southern Association of Colleges and Schools, Western Association of Colleges and Schools, Northwestern Association of Colleges and Schools, North Central Association of Colleges and Schools, New England Association of Colleges and Schools, and the Middle States Association of Colleges and Schools), on or after July 1, 2004;
4. Has not received credit for the degree on the pay range at the time of hire; and
5. Submits the Staff Degree Incentive Program Request Form, approved by the employee's supervisor, and a certified copy of a transcript verifying the awarding of the degree, to the Staff Development Office.

B. An employee may not receive more than two (2) such incentive payments for receipt of a degree during his/her employment with the District.

C. The changes in this section shall be effective July 1, 2014.

16.12 Cross Training/Job Shadowing

A. Employees who wish to be cross trained in other positions must submit a proposed training plan to his/her supervisor. Approval must be received in advance from the employee's immediate supervisor.

B. The cross-training plan proposed by the employee must include:

1. Specific approval by his/her immediate supervisor as to the:
   a. Classification specification of the position,
   b. Current qualifications for the new position,
   c. Proposed site and employee who will be shadowed, and
   d. Proposed dates and time to be spent in shadowing.
2. Written approval from the employee to be shadowed, as well as his/her supervisor (after receipt of approval from the vesting employee's immediate supervisor).
3. A plan for ensuring that the shadowing employee's duties and responsibilities will be covered during his/her absence.

C. The employee shall obtain acknowledgment from the employee shadowed and both supervisors upon completion of the job shadowing.

D. Completion of all approved job shadowing Staff Development programs shall be attached to the annual evaluation form.

16.13 Bonuses and Incentives

A. The parties acknowledge that schools may use Florida School Recognition Program funds to provide bonuses to employees, upon approval by the school's staff and advisory council (see s.1008.36, Florida Statutes, 2018).

B. If a school or other work site proposes for to provide employees with bonuses from its available funds (other than Florida School Recognition Program monies as described in paragraph A above), such proposal must first be approved as a waiver by the School Improvement Central Council and then the LESPA Executive Board. For purposes of consideration by the Central Council of such a proposal, a LESPA representative chosen by the President shall participate in the deliberation of the Central Council. Upon approval of the waiver by the Central Council and the LESPA Executive Board, the proposal shall be forwarded to the Superintendent for recommendation to the School Board for approval or disapproval.

C. The parties agree to pay Central Kitchen Managers, Central Kitchen Assistant Managers and Nutrition Services Supervisors a .35 per hour supplement for successfully attaining and maintaining ServSafe Certification. The supplement shall become effective on the first day of the pay period following the date that the employee provides Human Resources with the certificate. The supplement will remain in effect for the duration of the certification period. The employee is responsible for providing a renewed certificate upon expiration.

16.14 Paychecks. The District will provide pay to employees through direct deposit of the amounts owing to them each payday into an account at a financial institution as designated by the employee. Reasonable measures will be taken by the site administrator to ensure the privacy of information contained in employee paychecks and other pay records.

Article 17
Amendment and Duration

17.01 Entire Agreement

A. The parties acknowledge that during the negotiations resulting in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Contract. All rights and duties of both parties are specifically expressed in this Contract and such expression is all inclusive. This Contract constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a mutual agreement by the parties to modify the Contract. Such changes shall be reduced to writing, ratified and signed by the parties, and shall become an amendment to this Contract.

B. The Board and LESPA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. As an exception to this provision, the parties will enter into negotiations that are necessary to address changes in terms and conditions of employment mandated by state or federal legislation.

C. Any individual contracts with employees shall not be inconsistent with the terms of this Contract unless agreed to in writing by the employee and LESPA.

17.02 If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction, or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.

17.03 This Contract shall be effective on the date of its ratification by both parties and shall remain in full force through June 30, 2028. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Reopeners for the 2026-2027 and 2027-2028 years shall begin no later than April 15, of each year, and shall include: Article XVI Compensation (including Appendix B), Article XV Insurance and Payroll Deductions, and three (3) other articles to be selected by each party. Negotiations for a successor Contract shall begin no later than April 15, 2028.

IN WITNESS WHEREOF, the parties have set their hands this 9th day of June 2026.

LEON COUNTY SCHOOL DISTRICT.

Marcus Nicolas, Board Chair
Leon County School Board

Rocky Hanna, Superintendent
Leon County Schools

Dr. Sunny Chancy, Chief Negotiator
Assistant Superintendent

LEON EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION

Valencia Hargrett, President
Leon Educational Staff Professional Association

Matt Theobald, Chief Negotiator
Big Bend Service Unit Director
Florida Education Association

Appendix A
Leon County Schools – 2022 – 2023 LESPA Classifications and Pay Grades

Classification Specification Title	Grade	Minimum	Maximum
Data Entry Operator	36	$ 15.00	$ 24.36
Office Clerk	36	$ 15.00	$ 24.36
Parent Liaison	36	$ 15.00	$ 24.36
Printer	36	$ 15.00	$ 24.36
Receptionist	36	$ 15.00	$ 24.36
Activities Leader	35	$ 15.00	$ 25.42
Clerical Assistant	35	$ 15.00	$ 25.42
School Aide	35	$ 15.00	$ 25.42
School Safety Monitor	35	$ 15.00	$ 25.42
Account Clerk	33	$ 15.25	$ 27.57
Assistant Manager, Extended Day Program	33	$ 15.25	$ 27.57
Classroom Behavior Assistant for the Prof Handicapped	33	$ 15.25	$ 27.57
Classroom Therapy Assistant for ESE students	33	$ 15.25	$ 27.57
Dispatcher	33	$ 15.25	$ 27.57
Drafting/Mapping Technician	33	$ 15.25	$ 27.57
Instructional Paraprofessional	33	$ 15.25	$ 27.57
Media Technician	33	$ 15.25	$ 27.57
Physical Therapy Assistant	33	$ 15.25	$ 27.57
Pre-School Associate	33	$ 15.25	$ 27.57
School Financial Accountant I	33	$ 15.25	$ 27.57
Secretary	33	$ 15.25	$ 27.57
Assistant Manager, Central Kitchen	30.1	$ 18.58	$ 30.64
Computer Operator	30	$ 16.58	$ 30.64
Computer Support Technician	30	$ 16.58	$ 30.64
Energy Field Technician	30	$ 16.58	$ 30.64
Executive Secretary I	30	$ 16.58	$ 30.64
Human Resources Assistant	30	$ 16.58	$ 30.64
Production Control Specialist	30	$ 16.58	$ 30.64
Purchasing Specialist	30	$ 16.58	$ 30.64
Registrar	30	$ 16.58	$ 30.64
School Financial Accountant II	30	$ 16.58	$ 30.64
Senior Account Clerk	30	$ 16.58	$ 30.64
Software Support Technician	30	$ 16.58	$ 30.64
Supervisor, Print Shop	30	$ 16.58	$ 30.64
Classroom Behavior Specialist	28	$ 18.68	$ 34.15
Construction & Facilities Inspector	28	$ 18.68	$ 34.15
District Services Specialist	28	$ 18.68	$ 34.15
Executive Secretary II	28	$ 18.68	$ 34.15

Appendix A
Leon County Schools – 2022 – 2023 LESPA Classifications and Pay Grades

Classification Specification Title	Grade	Minimum	Maximum
Interpreter I	28	$ 18.68	$ 34.15
Licensed Practical Nurse	28	$ 18.68	$ 34.15
Manager, Central Kitchen	28.1	$ 20.68	$ 34.15
Media Production Specialist	28	$ 18.68	$ 34.15
Occupational Therapy Assistant	28	$ 18.68	$ 34.15
Program Specialist	28	$ 18.68	$ 34.15
Routes Supervisor	28.1	$ 20.68	$ 34.15
School Financial Accountant III	28	$ 18.68	$ 34.15
Student Case Specialist	28	$ 18.68	$ 34.15
Technology Training & Support Specialist	28	$ 18.68	$ 34.15
Accountant	27	$ 21.11	$ 38.21
Accounts Payable Specialist	27	$ 21.11	$ 38.21
Computer Programmer	27	$ 21.11	$ 38.21
Contract Administration Specialist	27	$ 21.11	$ 38.21
District Volunteer Specialist	27	$ 21.11	$ 38.21
Facilities Construction Analyst	27	$ 21.11	$ 38.21
Human Resources Analyst	27	$ 21.11	$ 38.21
Instructional Information Systems Specialist	27	$ 21.11	$ 38.21
Interpreter II	27	$ 21.11	$ 38.21
Manager, Extended Day Programs	27	$ 21.11	$ 38.21
Manager, Warehouse	27	$ 21.11	$ 38.21
Payroll Analyst	27	$ 21.11	$ 38.21
Purchasing Agent I	27	$ 21.11	$ 38.21
Registered Nurse	27	$ 21.11	$ 38.21
Systems Programmer	27	$ 21.11	$ 38.21
Technical Maintenance Supervisor	27	$ 21.11	$ 38.21
Assistant Payroll Supervisor	26	$ 23.15	$ 42.12
Budget/Management Analyst	26	$ 23.15	$ 42.12
Computer Systems Analyst	26	$ 23.15	$ 42.12
Coordinator, Construction/Maintenance Project	26	$ 23.15	$ 42.12
Coordinator, Fire/Safety Inspection	26	$ 23.15	$ 42.12
Dietitian	26	$ 23.15	$ 42.12
Distributed Systems Analyst	26	$ 23.15	$ 42.12
Evaluation Specialist	26	$ 23.15	$ 42.12
Evaluation/Assessment/Testing Analyst	26	$ 23.15	$ 42.12
Industrial Hygienist	26	$ 23.15	$ 42.12
Maintenance Department Manager	26	$ 23.15	$ 42.12
Manager, Instructional Television (ITV)	26	$ 23.15	$ 42.12

Appendix A
Leon County Schools – 2022 – 2023 LESPA Classifications and Pay Grades

Classification Specification Title	Grade	Minimum	Maximum
Manager, Media Center	26	$ 23.15	$ 42.12
Manager, Vehicle Maintenance	26	$ 23.15	$ 42.12
Purchasing Agent II	26	$ 23.15	$ 42.12
School Plant Safety & Sanitation Coordinator	26	$ 23.15	$ 42.12
Senior Accountant	26	$ 23.15	$ 42.12
Supervisor, Computer Operations	26	$ 23.15	$ 42.12
Coordinator, Building Management Systems	25	$ 26.35	$ 48.32
Coordinator, Facilities/Construction Related Services	25	$ 26.35	$ 48.32
Database Administrator	25	$ 26.35	$ 48.32
Speech Language Pathology Assistant	25	$ 26.35	$ 48.32
Supervisor, Data Communications	25	$ 26.35	$ 48.32
Supervisor, Nutrition Services	25	$ 26.35	$ 48.32
Supervisor/Project Manager, MIS (Management Information Services)	25	$ 26.35	$ 48.32
Engineer	24	$ 30.05	$ 53.12

Appendix B
Grievance Forms

SCHOOL BOARD OF LEON COUNTY
LEON EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION
STEP 1 GRIEVANCE FORM

NAME OF GRIEVANT:

WORK SITE ADDRESS:

HOME ADDRESS:

OFFICE PHONE: HOME PHONE:

STEP 1 GRIEVANCE REPRESENTATIVE (if Grievant is represented by LESPA or other representative at Step 1, please provide the representative's name, mailing address, and phone number.)

GRIEVANCE REPRESENTATIVE'S NAME:

MAILING ADDRESS: PHONE:

A. Date cause of grievance occurred:

B. Provisions of Contract allegedly violated (specify Article[s] and Section[s] of Contract):

C. Statement of Grievance:

D. Relief Sought:

Signature of Grievant Date Filed with Supervisor

E. I UNDERSTAND THAT THE PROVISIONS OF PARAGRAPH 3.03A OF THE LESPA-LEON SCHOOL BOARD COLLECTIVE BARGAINING CONTRACT GOVERN SIMULTANEOUS PROCESSING OF DISPUTES THROUGH THE GRIEVANCE PROCEDURE AND IN OTHER FORUMS AND MAY AFFECT THE PROCESSING OF THIS GRIEVANCE IF I CHOOSE TO PURSUE THIS DISPUTE THROUGH ANOTHER ADMINISTRATIVE OR JUDICIAL PROCEDURE.

F. Decision of Immediate Supervisor:

Signature of Supervisor Date

Copies: The Step 1 Decision shall be provided to the Grievant by personal delivery or mail (return receipt requested). A copy shall be provided to the Grievant's Representative and to the District Director of Labor Relations. If Grievant is not represented by LESPA, a copy shall also be provided to the LESPA Site Representative.

SCHOOL BOARD OF LEON COUNTY
LEON EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION
STEP 2 GRIEVANCE FORM

REQUEST FOR REVIEW OF STEP 1 DECISION

NAME OF GRIEVANT:

WORK SITE ADDRESS:

HOME ADDRESS:

OFFICE PHONE: HOME PHONE:

STEP 2 GRIEVANCE REPRESENTATIVE (if Grievant is represented by LESPA or other representative at Step 2, please provide the representative's name, mailing address, and phone number).

GRIEVANCE REPRESENTATIVE'S NAME:

MAILING ADDRESS: PHONE:

DATE OF STEP 1 DECISION:

Provisions of Contract (Article[s] and Section[s]) allegedly violated (as specified at Step 1):
I hereby request that the Director of Employee Relations, acting as the Superintendent's Representative, review the attached Step 1 Decision because:

DATE OF RECEIPT BY EMPLOYEE RELATIONS OFFICE:

Signature of Grievant

A copy of the following documents is to be attached to this request at the time of its filing with the Employee Relations Office:

Step 1 Grievance Form filed with the Grievant's supervisor; Step 1 Decision issued by the Supervisor; and
All attachments to the Step 1 Decision.

Copies: The Step 2 Decision shall be provided to the Grievant by personal delivery or mail (return receipt requested). A copy shall also be provided to the Grievant's Representative and to the Grievant's Supervisor who issued the Step 1 Decision. If Grievant is not represented by LESPA, a copy shall also be provided to the LESPA Office.

SCHOOL BOARD OF LEON COUNTY
LEON EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION
STEP 3 GRIEVANCE FORM

REQUEST FOR ARBITRATION

LESPA hereby gives notice of its intent to proceed to arbitration with the following grievance: GRIEVANT NAME:

DISTRICT FILE #:

The Step 2 Decision dated was received by the GRIEVANT on Date

Authorized LESPA Signature

Date of Receipt by Employee Relations Office:

I hereby authorize LESPA to proceed to arbitration with my grievance. I also authorize LESPA and the Leon School District to use, and to provide to the arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this arbitration although such materials may otherwise be confidential under State or Federal law.

Signature of Grievant Date

This Notice is to be filed with the Director of Labor Relations.

Appendix C
Transfer Request Form

Leon County School District
Leon Educational Staff Professional Association
TRANSFER REQUEST FORM

Paragraph 13.08D2 of the 2018-2021 LESPA Contract stipulates that a permanent status employee covered by the LESPA Contract with a current "Meets Expectation" evaluation may use this transfer request process to seek a transfer to another position in the same pay grade. The employee may NOT use this process to seek a promotion or pay increase.

Transfer Request Process.

a. Permanent status employees who wish to transfer or request a reassignment may complete and submit a "LESPA Transfer Request Form" (Appendix D of the Contract) to the site administrator advertising a vacancy for which the employee is qualified.
b. Priority consideration, which shall include a personal interview, shall be given to any employee who has identified a vacant position for which s/he is qualified and submitted a "LESPA Transfer Request Form" in a timely manner to the site administrator advertising the position. No assignment of new employees to that position shall be made until all pending requests for transfers have been given such priority consideration.
c. Employees considered but not hired through this process shall be provided written notification within ten days of the decision.

When an employee is approved for a transfer into a new position, it shall be the joint responsibility of the employee and his/her new supervisor to contact the employee's current supervisor to establish a mutually agreeable timeline for the transfer process. Where possible, an opportunity for the transferring employee to be trained by the employee vacating the position should be considered by both supervisors.

Employee Responsibility

- Make sure that you have permanent status in your current position and that the movement into the position being sought would be a transfer or reassignment and not a promotion (see 16.03 of the LESPA Contract).
- Apply for the position by putting your name on the job list in Personnel.
- Complete this form for each position sought and provide it to the hiring administrator prior to the closing date of the position.

Employee's Name:_____ **Daytime Phone Number**:_____

Current Job Classification:_____

Current Work Site:_____

I have verified that I have permanent status in my current position (please indicate with an X): ☐
Date Submitted to Site Administrator:_____
Brief statement of the reason for the transfer request:_____

_____

_____

_____

List the position for which you are applying. Be sure to include the position classification title, position number, work site, and closing date. (Complete a separate form for each position for which you are applying.)

Position Classification Title	Work Site	Position Number	Closing Date

Employee Signature:_____

Distribution List:
Administrator/Principal Name:_____ Date Received:_____
Employee Copy

Appendix D
Sick Leave Buy Back MOU

LEON COUNTY SCHOOLS

SUPERINTENDENT
ROCKY HANNA

BOARD CHAIR
Laurie Lawson Cox
BOARD VICE CHAIR
Marcus Nicolas

BOARD MEMBERS
Darryl Jones
Alva Swafford Smith
Roseanne Wood

MEMORANDUM OF UNDERSTANDING

Sick Leave Buy-Back

The Leon County School District and the Leon Educational Staff Professional Association (LESPA) hereby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the LESPA bargaining unit and the Leon County School Board. Both parties agree this Memorandum of Understanding will sunset June 30, 2028.

The Sick Leave Buy-Back program has been established to encourage and reward employees who display exemplary attendance, as demonstrated by missing four (4) days or less during the designated school year. The parties agree to the following Sick Leave Buy-Back incentive award.

The implementation shall be for the 2026/2027, and 2027/2028 contract years and may be extended through a Memorandum of Understanding in future years by mutual agreement of both parties.

Employees of the LESPA bargaining unit who utilize four (4) sick leave days or less for the respective school year, shall upon request, receive payment for a designated number of sick leave days up to the maximum accrued for the respective school year. The number of days to be designated shall be determined based upon the number of eligible participants seeking payment, the number of days being requested, and the total budgetary appropriation for the fiscal year. If a reduction in the number of days paid is necessary, due to fiscal limitations, individual requests will be reduced to the highest number of whole days that may be accommodated across the entire group requesting payment, not to exceed the amount requested by the individual employee. In the 2026/2027, and 2027/2028 school year, the allocation for the LESPA bargaining unit shall be $130,000.

Eligibility criteria for participation are as follows:

1. Employee must have been employed for the full amount of their contract year and be absent four (4) or fewer days for the respective school year.
2. In order to receive payment for requested sick leave the employee must be actively employed at the time of the leave payment.
3. An employee must have a minimum of twenty (20) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
4. An employee participating in the Sick Leave Buy-Back program may be eligible for continued participation in the District Sick Leave Bank, provided all other requirements are met. Sick days that have been liquidated, as a result of buy-back, will be deducted from the maximum number of days that an employee may claim as part of the Sick Leave Bank, in accordance with applicable procedure.

Parameters for Payment are as follows:

1. Employee's meeting the eligibility requirements who wish to apply for Sick Leave Buy-Back, will complete the Application for Sick Leave Buy-Back, indicating the number of days that they would like to liquidate, by June 1st.
2. The payment of this incentive shall be paid to eligible employees no later than November 1st of the following school year.
3. Payment will be distributed at a rate of eighty percent (80%) of the employee's base rate of pay for their contracted hours for each respective day requested.
4. Exempt absences that do not affect incentive eligibility:
    - Temporary Duty
    - Jury Duty
    - Bereavement Leave
    - Worker's Compensation Leave
    - Administrative Leave, not accompanied by disciplinary action

Disqualifying events:

- Suspensions either paid or unpaid, would disqualify the employee from the buy- back option for the respective school year. Employees for which there are no findings would maintain eligibility.
- Employees that separate service, either voluntary or involuntary, during the calculation periods are not eligible.
- Individuals designated as "Pay Type 2" employees, who work on a twelve (12) month schedule and receive Annual Leave, are not eligible.

J. Brett Shively 03/31/2026
Date
Divisional Director, Human Resources

Mathew Theobold 3/31/26
Date
Executive Director, FEA

Rocky Hanna 3/31/2026
Date
Superintendent

Valencia Hargrett 3/31/26
Date
President, LESPA

Appendix E
Paid Parental Leave MOU

LEON COUNTY SCHOOLS

SUPERINTENDENT
ROCKY HANNA

BOARD CHAIR
Marcus Nicolas
BOARD VICE CHAIR
Darryl Jones

BOARD MEMBERS
Laurie Lawson Cox
Alva Swafford Smith
Roseanne Wood

MEMORANDUM OF UNDERSTANDING

Paid Parental Leave

The Leon County School District and the Leon Educational Staff Professional Association (LESPA) hereby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the LESPA bargaining unit and the Leon County School Board. Both parties agree this Memorandum of Understanding will sunset June 30, 2028.

The Leon County School District and the Leon Educational Staff Professional Association believe that Paid Parental Leave provides a positive benefit to employees, which affects employee well-being, morale and retention. Therefore, both parties agree to the following terms and conditions to continue Paid Parental Leave for the 2026/2027 and 2027/2028 contract years with the option to extend it in future years through a mutually agreed-upon Memorandum of Understanding.

The Paid Parental Leave program will provide up to five (5) days of paid leave to active employees due to the birth of a child, or placement of a child for adoption. Employee may combine Paid Parental Leave with accrued Sick Leave and other approved leave types during their Leave of Absence.

In order to be eligible for Paid Parental Leave, an employee must formally apply for, meet eligibility requirements, and submit appropriate medical certification for Family Medical Leave in accordance with Article 11.25(D), which stipulates that the employee must have been employed by the District for a minimum of twelve (12) months and worked at least 775 hours or 60% of the hours in the employee's annual appointment, whichever is greater, during the preceding twelve (12) months of employment. Employees who fail to meet the requirements shall be deemed ineligible for Paid Parental Leave. Any leave granted pursuant to this section will count toward the employee's Family and Medical Leave Act (FMLA) entitlement.

Paid Parental Leave may be used on any regularly scheduled work day falling within the contracted school year, for a period of six (6) weeks following the birth of the child or placement for adoption. The time period for utilization of the Paid Parental Leave may be extended based on medical necessity, as indicated by the employee's physician.

Notice of an anticipated leave should be given at least thirty (30) days in advance. If the employee learns of the birth or adoption less than thirty (30) days in advance, the employee shall give the notice as soon as reasonably possible. For the purpose of calculating service anniversary dates, years of experience, and eligibility criteria for Paid Parental Leave the employees absence from work is considered a leave of absence and shall not count as time worked.

Employees meeting the established criteria, are eligible to receive the Paid Parental Leave on no more than two (2) separate occasions throughout their cumulative employment with Leon County Schools. This provision has no impact on the number of times an individual may receive Unpaid Parental Leave in accordance with the Family and Medical Leave Act (FMLA).

Paid Parental Leave granted pursuant to this article shall only be applicable to contracted work

days and shall in no event extend beyond the end of the contracted work year or cause the employee to be paid in excess of the total salary allocated to be paid in the contract year. Paid leave under this agreement shall be paid at one hundred percent (100%) of the employee's hourly rate of pay for the standard workday.

Brett Shively 03/31/2026
Date
Date
Divisional Director, Human Resources

Mathew Theobold 3/31/26
Mathew Theobold
Executive Director, FEA

Rocky Hanna 3/31/2026
Rocky Hanna Date
Superintendent

Valencia Hargrett 3/31/26
Valencia Hargrett Date
President, LESPA

Appendix F
Employee Childcare MOU

LEON COUNTY SCHOOLS

SUPERINTENDENT
ROCKY HANNA

BOARD CHAIR
Marcus Nicolas
BOARD VICE CHAIR
Darryl Jones

BOARD MEMBERS
Laurie Lawson Cox
Alva Swafford Smith
Roseanne Wood

MEMORANDUM OF UNDERSTANDING

Employee Childcare Assistance

The Leon County School District and the Leon Educational Staff Professional Association (LESPA) hereby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the LESPA bargaining unit and the Leon County School Board. Both parties agree this Memorandum of Understanding will sunset June 30, 2028.

The Leon County School District and the Leon Educational Staff Professional Association believe that employee childcare assistance provides a positive benefit to employees, which affects employee morale and retention.

Therefore, both parties agree to the following terms and conditions to establish a trial program for an Employee Childcare Discount program that is applicable to before and after school enrichment programs. The implementation shall be for the 2026/2027 and 27/28 contract years and may be extended through a Memorandum of Understanding in future years by mutual agreement of both parties.

The Leon County School Board agrees to offer all active LESPA employees, who are currently employed, free access to before-and after-school extended day enrichment programs administered on-site by Leon County Schools. Eligible participants include the child (biological or adopted), step-child, foster child, or a child for whom the employee has legal guardianship. Participation is subject to compliance with established policy and may be capped by location based on availability.

A centralized district-wide enrollment window will open July 1, 2026 and shall remain open as long as the program has not reached capacity. Acceptance shall be issued in the order of application received.

J. Brett Shively 03/31/2026
Brett Shivley Date
Divisional Director, Human Resources

Matthew Theobold 3/31/26
Mathew Theobold Date
Executive Director, FEA

Rocky Hanna 3/31/2026
Rocky Hanna Date
Superintendent

Valencia Hargrett 3/31/26
Valencia Hargrett Date
President, LESPA