AN AGREEMENT BETWEEN

THE SCHOOL BOARD OF LEVY COUNTY

AND

THE LEVY COUNTY EDUCATION ASSOCIATION

INSTRUCTIONAL AND

EDUCATIONAL STAFF PROFESSIONAL CONTRACT

2026-2029

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PREAMBLE

This Agreement is entered into this 13th day of July 2026 by and between the School Board of Levy County, Florida, hereafter called the “Board," and the Levy County Education Association, hereafter called the "Association."

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter in the determination of wages, hours, and terms and conditions of employment. The understandings and agreements arrived at by the parties after the exercise of that right, and opportunities are set forth in this Agreement. The Board and the Association agree that any item or section of this contract may only be reopened to negotiation and/or discussion upon mutual agreement of the parties.

In the event of an inadvertent omission of any article, section, or part thereof by the parties in combining the Instructional and Educational Staff Professional (ESP) contracts into this document, it is understood that the article, section or part in question shall remain in full force and effect for the period of this Agreement, when reduced in writing by both parties.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all certificated personnel as provided in P.E.R.C. Case *#8H-RA-754-1045*. (Certification Number #47, as updated). The Board agrees to negotiate with the Association under the rules and regulations set forth in Chapter 447, F.S.

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all full-time, half-time, and part-time non-certified personnel as provided in P.E.R.C., *Case Number RC-81-019*, (*Certification Number* 561, *as updated*). The Board agrees to negotiate with the Association under the rules and regulations set forth in Chapter 447, F.S.

ARTICLE II

DEFINITIONS

1. **Day** - the working day of employees, excluding weekends and holidays.
2. **Employer** - the Board.
3. **Extra-Curricular** - student activities which occur prior to or after the regular employee workday and require adult supervision.
4. **Grievance** - a written allegation that a specific article, section, or part thereof in this contract has been violated.
5. **Grievant** - any employee or group of employees or the Levy County Education Association filing a grievance.
6. **Non-Academic** - activities, assignments and events which occur prior to or after the student day and do not involve supervision of students.

7. **Post-Planning** - teacher contract days which occur after the last day of student attendance in any school year. The work day shall be from 8:30 a.m. to 2:30 p.m.

8. **Pre-Planning** - teacher contract days which occur prior to the first day of student attendance. The work day shall be from 8:30 a.m. to 2:30 p.m. At least two (2) days shall be meeting and professional learning free.

9. **Seniority** - the status secured by the total length of creditable service rendered. For instructional employees, this service must have been while under a contract. In determining district-wide seniority, service shall not be deemed to have been interrupted by any leave granted and approved pursuant to this Agreement and/or Board policy.

10. **Student Day** - that portion of the day in which school is actually in session for any group of students.

11. **Teacher** - all professional employees represented by the Association in the bargaining unit.

12. **Employee** - all employees represented by the Association in the bargaining unit.

13. **Educational Staff Professional (ESP)** - all service and support personnel represented by the Association in the bargaining unit.

14. **Probationary Employee** - any ESP hired for the first time shall be considered as probationary until the successful completion of two (2) years of service. If the ESP is hired for a third year, the employee shall be considered a regular employee.

15. **Regular Employee** - an ESP shall be considered as a regular employee following the successful completion of the probationary period and reappointment by the Board.

16. **Instructional Categories**

Category I – Teachers with 0 – 3 years of experience;
Category II – Teachers with 4+ years of experience;
Category III – Teachers with 4 or more years of experience and in need of intensive support.

17. **Professional learning Days**

A teacher contract day when students are not in attendance to provide a comprehensive, sustained, and intensive approach to improving teachers and principals' effectiveness in raising student achievement. Professional learning Days will be from 8:00 a.m. to 3:30 p.m. with a one (1) hour lunch break, and all teachers are required to attend.

18. **School Improvement Days**

A teacher contract day when students are not in attendance that is intended to provide a time for staff to plan for implementation of skills in the classroom, to collaborate with staff, and to further develop their expertise as led by SBLC administration. School Improvement Days will be from 8:00 a.m. to 3:30 p.m. with a one (1) hour lunch break, and all teachers are required to participate.

19. **Teacher Workday**

Teacher contract day when students are not in attendance and not otherwise defined. The work day for a Teacher Workday shall be from 8:30 a.m. to 2:30 p.m.

ARTICLE III

ASSOCIATION RIGHTS

1. The Board hereby agrees that every member of the bargaining unit has the right freely to organize, join, and support the Association. The Board agrees that it will not discourage, deprive, or deny any employee in the enjoyment of any rights conferred by this Agreement and the Fair Labor Standards Act. The rights granted to employees in this document shall be in addition to those previously mentioned.

2. The Board agrees that it will not discriminate against any employee because of membership in the Association, participation in activities of the Association, or collective bargaining with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

3. Duly authorized representatives of the Association may transact Association business on work site property within the limitations of 447.509, F.S. This may occur during the regular workday, except during instructional class time, provided this shall not interfere with or disrupt normal work site operations. The use of work site facilities at any time must be approved in advance by the principal and the Association may be assessed a reasonable charge to cover custodial services and utility expenses.

4. The Association designee or building representative shall have the privilege of posting official notices of Association business on appropriate bulletin boards, at least one (1) of which shall be provided on each work site. The Association shall have the privilege of using employee and county mailboxes for communications to employees. The Board shall not be held responsible for articles delayed in transit.

5. The Board agrees to furnish the Association on a regular and routine basis available information, such information restricted to public documents, concerning financial resources and condition of the school district including, but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary proposals presented in writing to the Board; agendas, minutes and all supporting papers of Board meetings presented to individual Board members; monthly financial statements, pupil census and membership and attendance data; names

and addresses of all bargaining unit personnel, salaries paid thereto, and degrees and years of experience thereof. Nothing herein contained shall require the administrative staff to research and assemble information. The Association shall pay all costs incurred for labor and materials necessary to duplicate this information upon invoice from the Board.

6. The Association and its representatives may use office or media equipment at the work site with the approval of the building principal. The Board may charge the Association for all materials and supplies incident to such use.

7. The Association representative shall be given an opportunity at each staff meeting, with 24-hour written notification to the principal, to present brief Association reports and announcements to members or invited non-members.

8. The Board agrees to make deductions for tax-sheltered annuities, credit union, and Board authorized group insurance.

9. The Agenda for Board meetings and all supporting materials shall be made available to the Association at the same time it is made available to Board members. All Board-related materials will be available on the website.

10. In matters relating to Curriculum and Instruction, the building principal shall consider the recommendations of all employees, where appropriate, in areas to include the following: (1) In-Service Education, (2) Curriculum, (3) Supplementary Instructional Aides, (4) Materials and Supplies, and (5) Equipment to be purchased within the budget allocation of the work site.

11. The Association president or his designee shall be permitted to visit work sites to engage in Association activities directly related to this agreement provided that the

visitation in no way interferes with or disrupts any class or instructional or planning activities. In each instance, the principal or his or her designee shall receive 24-hour written notice in advance of the visit.

12. Duly authorized representatives of the Association shall be permitted to represent any member of the bargaining unit in any capacity relating to the terms of this Agreement.

13. Any Association item to be placed on the Agenda of a regular meeting of the Board shall be submitted to the Superintendent's office not later than 4:00 p.m. of the afternoon eight (8) days prior to the meeting.

14. Association members and the president or his designee shall be permitted to request LCEA leave to transact Association business. The cost of travel, per diem, and substitute teachers shall be borne by the Association. The LCEA shall be permitted to use up to 100 hours annually from July 1 to June 30. Thereafter, the LCEA leave shall be without pay.

15. Association members engaged after the student day, during teacher workdays or during pre/post-planning days, in negotiating on behalf of the bargaining unit with any representative of the Board or participating in any grievance procedure, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of leave days and salary.

16. Copies of the contract will be made available to all employees via the School Board of Levy County website. Upon employee request, printed contracts will be provided at their worksite by their worksite administrator.

ARTICLE IV

EMPLOYEES' RIGHTS

1. An employee shall be permitted to examine their personnel file(s) and date and initial each item therein. An employee shall be notified in writing within five (5) workdays of any critical statement placed in their personnel file(s) and upon receipt of such statement shall have the opportunity to rebut such statements in writing within twenty (20) days with the rebuttal to be placed in the employee's personnel file(s). If the rebuttal is substantiated by either informal or formal procedures, both documents shall be removed from the personnel file(s).

2. At any conference with their principal which concerns the interpretation or application of this Agreement, the employee may have an Association representative present.

3. A. Any Annual Contract Teacher shall be reappointed solely at the discretion of the Board in a manner consistent with Florida Statutes. Whenever a principal or supervisor fails to recommend reappointment of an Annual Contract teacher or probationary ESP, the principal or supervisor shall notify the employee, in writing, hand delivered or postmarked four weeks prior to the last day of student attendance of her or his decision not to recommend reappointment.

   B. Upon written request, the ESP shall receive a written statement from the supervisor giving the reasons for the failure to recommend.

   C. Each new ESP shall serve a probationary period of two (2) calendar years. A probationary employee shall be subject to termination at any time during

the probationary period.

D. A probationary or annual contract teacher who is non-renewed and subsequently rehired as of the start date for the following school year shall not have a break in service.

4. Employees shall not be required to use their personal vehicles for work site business. Employees shall not use their personal vehicles to transport students without prior permission from the parent or guardian and the school principal except in cases of emergency when no other means of transportation is available. Employees shall not transport students in their personal vehicle unless he/she carries liability insurance. If an employee, upon request of the school principal, agrees to use their personal vehicle for work site business, he/she shall be reimbursed at the mileage rate currently provided by the Board for use of personal vehicles. When an employee transports students with the approval of the principal, the Board will provide liability coverage as provided by law.

5. The Association and the Board recognize that professional services may be required at times other than the regular workday. Therefore, upon mutual agreement with their immediate supervisor, and subject to regular approval procedures, employees may participate in activities consistent with their regular duties.

6. The private and personal life of any employee is the concern of only that individual unless it directly interferes with the effective performance of their prescribed duties or violates lawful conduct of an employee.

7. No action shall be taken against an employee on the basis of a complaint by parent

or other individuals unless the matter is first discussed between the employee and their immediate supervisor. Upon the employee's request, a representative of the Association may be present during this discussion. An employee will be given twenty-four (24) hours advance notice, which may be verbal or written, of any meeting and the nature of investigation if he/she is the subject of a district-level investigation.

8. Any employee suspended by the Superintendent for just cause will be entitled to the procedures as outlined in Florida Statute 1012.33 and Board Policy 6.11. The employee will be given the full benefit of basic due process, which may include reinstatement with back pay.

9. No regular employee shall be disciplined or reduced in contractual or work status or compensation or otherwise separated from employment by the Board except for just cause and after basic due process. In cases of position elimination, basic due process is defined in **Article XII, Reduction in Personnel**.

10. No employee shall be asked to resign in lieu of disciplinary action or low evaluation.

11. The discipline, dismissal, demotion, and suspension of any employee who is not on probationary status shall be for just cause. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the Superintendent of Schools. Repeated instances of misconduct, misconduct that constitutes an immediate danger to the district, coworkers, or members of the public, other flagrant violation(s) will be addressed by current Board Policy. With less serious violations, progressive discipline shall be administered as follows:

A. Verbal reprimand: within 24 hours of a verbal reprimand, a written notation stating the reason for the verbal reprimand and the date of reprimand will be furnished to employee and a copy shall be placed in his worksite file;

B. Written reprimand filed in the employee's personnel file;

C. Suspension with or without pay;

D. Dismissal.

12. Formal, contractually defined steps in the disciplinary process shall occur in a private setting between administration, the employee, and administratively appointed witnesses. Levy County Education Association (LCEA) representation may participate upon employee request.

ARTICLE V

GRIEVANCE PROCEDURE

1. The purpose of this procedure is to resolve at the lowest possible level and in the most expedient and impartial manner, any dispute between members of the bargaining unit and management, concerning the terms of this Agreement.

2. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

3. These procedures will be kept completely confidential at all steps and will involve only the parties to the grievance or witness and potential witnesses who may have direct knowledge of the events leading to the grievance, and who may be called by either party to testify in their behalf.

4. The grievance time limits may be extended only by mutual agreement between the Association president or his designee, or the grievant, if not represented by the

Association, and the Director of Personnel, and steps in the grievance procedure may be bypassed only by mutual consent.

5. All members of the Association shall have the right to Association representation and/or legal counsel at any step in the grievance procedure, including the initial informal meeting. No grievant shall be required to discuss any grievance if the Association representative is not present.

6. Any member of the bargaining unit shall have the right to present their grievance(s) under this contract to the employer through Step 2 and to have such grievance(s) adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement and the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance(s).

7. Grievances will ordinarily be processed as soon as possible after the student day, and release time after the student day shall be provided for all parties called to participate in the procedure.

8. Notwithstanding the end of the school year or the expiration of this Agreement, any grievance arising under this Agreement shall be processed unless the grievance is withdrawn.

9. The grievant may withdraw the grievance at any time or step.

10. The grievant and the appropriate administrator, as designated by the Superintendent, shall be present at all steps in the procedure.

11. Should a grievant file a grievance which involves more than one (1) work site, the informal step shall begin with the Director of Personnel.

12. Any violation of the grievance procedure by the grievant will result in the invalidation of the grievance.

13. A grievant may not use the grievance procedure in addition to filing an Unfair Labor Practice with P.E.R.C to resolve the same issue.

14. **Steps in the Grievance Procedure**

Informal:

In the event an employee, group of employees, or the Association has a complaint which he believes may become the basis for a grievance, he shall, within ten (10) days of an alleged violation, discuss it in an informal manner with his immediate supervisor, either personally or with a representative from the bargaining unit. If the employee desires representation, he shall give his immediate supervisor at least one (1) day's (24 hours) prior notice of their intention, and shall identify the nature of this complaint. No written complaint shall be presented at this informal step. Within five (5) days after presentation of the grievance, the administrator shall give an answer to the complainant(s). If the problem is not resolved to the employee's satisfaction informally, the employee may within no more than ten (10) days, file a formal grievance.

Formal:

Step 1: The grievant shall advise the Director of Personnel of said grievance in writing on the form in the **Appendix,** and the employee shall send a copy of said grievance to the employee's immediate supervisor, the Association President or their designee, and the building representative. The Director of Personnel, the grievant, and the Association representative shall arrange to meet at a mutually

agreeable time within ten (10) days following the receipt of the grievance. Within five (5) days following the meeting, the Director of Personnel shall give a written decision on the grievance, together with the reasons for that decision. Grievances filed by the Association, if not resolved at the informal step, will begin with the Director of Personnel.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant may, within no more than five (5) days, file a written request with the Superintendent for a review of that decision. The Superintendent, grievant, representative(s), and an Association representative, shall meet within five (5) days following the receipt of the request for a review, and within five (5) days following the meeting, the Superintendent shall issue a written decision stating the reasons for that decision.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the grievant may, within no more than five (5) days, file a written request with the School Board for review of the decision. The Board shall meet within ten (10) days to consider the decision and shall, within seven (7) days following the meeting, issue a written decision stating the reasons for that decision.

Step 4: If the grievance is not satisfactorily resolved at Step 3 and the grievant wishes to continue the grievance, the parties may agree to non-binding mediation with the parties sharing equally in the cost of the mediator. If the grievant insists on moving the grievance through this step without the approval of the Association, the grievant shall pay all costs of mediation.

Step 5: If the grievance is not satisfactorily resolved at Step 4, within five (5) days of receipt of the decision of the Board, the grievant may file a request for arbitration.

If no request for arbitration is made within five (5) days, the grievance shall be considered abandoned. Within five (5) days of the request for arbitration, the Superintendent and an official Association representative shall meet to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall utilize the ranking method and services of the American Arbitration Association for selection of an arbitrator. The arbitrator shall conduct hearings promptly and shall render a written decision within thirty (30) days following the close of the hearings. When the Association represents the grievant through Step 5, the total fees and expenses of the arbitrator will be shared equally by the Association and the Board. If the grievant insists on moving the grievance through Step 4 or Step 5 without the approval of the Association, the grievant shall pay all costs of mediation and/or arbitration.

ARTICLE VI

WORKING CONDITIONS

1. The Board agrees teachers shall be provided with supplies, textbooks, and teaching materials to teach the courses assigned, a key to each classroom in which he/she teaches, storage space for instructional materials or closet space, presentation medium (i.e. whiteboard, monitor, etc.), and properly maintained audio-visual equipment and other equipment.
2. If available from the publisher, a copy of the teacher's edition for all texts used in each course taught will be provided for each teacher of that course. Electronic or digital copies are acceptable.
3. Employees may be expected to exercise reasonable control, under the direction of the principal, over textbooks, supplies, and equipment. Employees shall not be

held financially responsible for textbooks, supplies or equipment which are lost, stolen, or destroyed by other persons unless grossly negligent in their duties.

4. A thirty (30) minute duty free lunch period shall be provided for all instructional personnel.

5. The principal at each work site or the immediate supervisor shall provide a duty-free meal period of thirty (30) minutes for ESPs who work in excess of four (4) consecutive hours per day.

6. Each ESP shall be allowed a fifteen (15) minute break period for each four (4) consecutive hours of work. Meal and break periods shall be scheduled by the employee's immediate supervisor.

7. Where existing facilities permit, the Board shall make available in each work site private restroom and lavatory facilities, and at least one (1) room or appropriate space which shall be reserved for use as a faculty workroom. In the event of new construction on present work sites or a new work site, these facilities, if not already in existence, shall be provided in accordance with the requirements of state regulations.

8. Telephones will be available for personal emergencies. District phones may not be used for any personal calls that may incur additional charges.

9. Whenever employees become aware that they are being asked to work or perform tasks under unsafe building/worksite conditions, they shall notify their principal in writing of this condition. The principal shall forward such reports to the appropriate personnel to investigate and correct any unsafe or hazardous condition.

10. A private room suitable for work site-related conferences shall be provided in each

new work site. In existing facilities where such space is not provided, the principal shall designate an appropriate room or facility for private conferences as the need arises.

11. Employee participation in any work site related activity after the employee workday shall be strictly voluntary. Teachers who volunteer for work site related activities after the teacher workday shall be allowed to leave as soon as the students are dismissed and shall follow the normal checkout procedure for that work site. Upon acceptance of a club or school organization sponsorship, the employee shall carry out their duties with the full knowledge that all actions and activities of said club or organization shall be within the jurisdiction and direction of the principal. All employees may attend, free of charge, any SBLC work site activity with the exception of FHSAA/SSAA mandated fees. A valid SBLC employee identification badge must be presented.

12. The principal may schedule faculty meetings in each school as needed provided that such meetings shall be announced at least one (1) day (24) hours in advance, except in the case of an emergency condition requiring immediate action by the principal involving their faculty. The principal/supervisor must provide at least one (1) week notice for mandatory training held at times other than faculty meetings.

13. Class interruptions, for any reason, shall be kept to a minimum.

14. Soliciting by sales personnel in the school will not be permitted during the student day and employees will not be required to attend meetings for commercial demonstrations which are devoted to "personal sales."

15. When school is not in session, employees may be given access to the building by

arranging such access in advance with the principal.

16. The District shall limit non-evaluative observations to those necessary for legitimate operational or instructional purposes. Non-evaluative observations shall normally involve no more than four (4) individuals, absent extenuating circumstances. Teachers may volunteer to have more observers.

17. Observations of a teacher's class by persons other than school, district or state administrative/supervisory personnel shall be allowed only after consent has been granted by the principal and the teacher. This does not apply to non-evaluative observations by school, district, district-contracted or state employees.

18. Sufficient custodial services shall be provided by the Board to maintain all learning and recreational areas of each work site in a safe and clean condition conducive to effective teaching and learning. Occupied classrooms will not be cleaned during the student day except for emergencies.

19. A substitute shall be provided when a teacher is absent for a half day or more. Except in an emergency, defined as, when all attempts to secure a substitute for a half day assignment have been exhausted and failed, ESPs can be utilized. If an ESP is utilized for 3.75 hours for two days or more during a month, a time card may be submitted for $25 for each day, starting with day two.

20. Under normal circumstances, a substitute will be provided when an ESP is absent for half a day or more. However, substitutes are not required for teacher aides unless the period of absence exceeds five (5) consecutive days or unless as required by Federal or State program guidelines. Employees who are used as substitutes shall have their pay adjusted to reflect any additional responsibilities

assumed. Employees who work during the summer shall receive their regular pay. Commencing on the eleventh (11th) consecutive day, any regular employee assuming a different position as a substitute shall be paid at their step for the pay grade of the assumed position.

21. **Teacher Work Schedule**

A. Regular day will be seven and one half (7.5) consecutive hours. Under special circumstances, principals and individual teachers may agree to a modified schedule. This schedule must be approved by the District Office.

B. On a working day which immediately precedes a holiday or vacation, teachers will be dismissed ten (10) minutes early. If the holiday falls on a Monday or the vacation begins on a Monday, teachers will be dismissed ten (10) minutes early. When in cases where schools are not able to leave ten (10) minutes early teachers can arrive ten (10) minutes late.

C. On the last working day prior to Thanksgiving and Christmas holidays, the last day of student attendance, and Spring Break, teachers shall be dismissed ten (10) minutes after pupils are dismissed.

D. Dismissal shall be at Noon on the last teacher contract day. Prior to dismissal, teachers will have completed all end of the year requirements as determined by the principal. The end of the year requirements will be distributed to all appropriate employees in written form no later than five (5) days prior to the end of the school year.

E. Instructional staff, at the discretion of their immediate supervisor, may be dismissed up to thirty (30) minutes early on a day prior to a day when school

is not in session.

22. A. The ESP workday shall be as follows:

Number of days worked per year	JOB CLASSIFICATION	NORMAL up to hours worked per day	WORK Day Hours
261*	**County Office Personnel**	8	8:00-4:00
	Receptionist		or varies
	Groundskeeper, Trade workers, Courier, Bus Mechanics		
	Head Custodian		
	Secretary/Bookkeeper, Data Entry, Office, ESE, Fiscal Clerks		
210	**Custodians**	8	Varies
	Food and Nutrition Services Personnel	8	7:30-3:30
197	**Managers and Assistants**		
189	**Food and Nutrition Workers**	7.5	Varies
196	**Secretaries, School**	7.5	8:00-3:30
	CDA Teacher		
190	**Aides/Assistants, Classroom**	7.5	8:00-3:30
	Health, CDA Aide, Behavior Therapists, Interpreter		
	Media, Office Clerks, Lab Managers and Assistants		
186	**Bus Drivers and Bus Attendants**		Varies

NOTE: When pupils are not present on a workday, the workday for 10-month teacher aides, lab assistants, lab managers, media clerks, behavior therapists, interpreters, CDA teachers, and health assistants shall be the same hours as the teacher day as defined in Article II.

B. ESPs may find their defined workdays on the official Salary Schedules.

C. ESPs, at the discretion of their immediate supervisor, may be dismissed up to 30 minutes early on a day prior to a day when school is not in session.

23. The instructional time for any teacher shall not exceed three hundred and seven (307) minutes daily. If the early dismissal days are reduced or eliminated, the instructional time will be adjusted to reflect the reduction or returned to 300 minutes if eliminated. Planning time shall equal two hundred fifty (250) minutes weekly and no planning period shall be less than forty-five (45) consecutive minutes. Reasonable exceptions to this provision may be made upon mutual agreement between the teacher and principal.

24. Itinerant teachers who do not receive 45 minutes a day for uninterrupted planning time will work and be paid for an additional 30 minutes a day when students are present. This pay will be in the form of a supplement and will be equal to their hourly rate divided by two (2) times the number of days they work this schedule.

25. The beginning and ending time for the normal employee workday may be modified by mutual agreement between the employee and their immediate supervisor. Any agreement reached to modify the workday shall be reduced to writing, signed by the employee and their immediate supervisor, approved by the Superintendent, and a copy of such agreement shall be placed in the employee's personnel file.

26. **Compensatory Time**

A. **Earning Compensatory Time**:

Instructional staff earn equivalent compensatory time for approved work performed outside the regular workday. This includes:

1. **Faculty Meetings**: Attending up to two (2) principal-scheduled faculty meetings per month that extend up to one (1) hour beyond the workday.

2. **School Functions**: Attendance at other assigned school functions.
3. **Approved Tasks**: Other work performed outside the regular workday with prior approval from a supervisor.

B. **Using Compensatory Time**:

1. A request for compensatory time shall normally be requested of the school principal at least three (3) days in advance.
2. School-defined recordkeeping procedures must be followed.
3. Compensatory time cannot be used on School Improvement or Professional Learning Days.
4. Compensatory time earned shall not exceed the time assigned after school functions and shall be used by the end of the school year in which it is earned.
5. Upon mutual agreement three (3) or more days in advance between an employee and their supervisor, the employee may use a full earned day of compensatory time without the necessity of checking in on the agreed day.
6. Compensatory time may be combined with accumulated sick or personal leave for non-student contact time.
7. On a day which a teacher uses sick leave or personal leave for a portion of a day, utilization of compensatory time before instructional hours, during planning time, or after instructional hours, shall be allowed.
8. An ESP may use up to seven and a half (7.5) hours of compensatory time when such leave does not interfere with school operational needs.

C. Any teacher enrolled in a course of study for the purposes of certification or extension of their certificate may be excused from attendance at the above-mentioned faculty meeting provided the principal is made aware of the

conflict of the faculty meeting and the class.

27. Participation is required at professional learning trainings required by Federal or State regulations, school improvement initiatives, and/or individual professional learning plans.

The only exception to the above is as follows:

A. Professional learning during instructional time is optional.

B. Upon mutual agreement between the principal and an employee, a teacher may be exempt from an in-service training pertaining to a program that does not affect the employee.

In-service prescribed for remediation of individual teacher deficiencies, if part of an Individual Plan developed as a result of unsatisfactory ratings on the teacher's performance appraisal, shall be required. Except when employees are paid a stipend to attend in-county workshops and/or in-services, mileage shall be paid for assigned TDA activities at locations other than the employees assigned work site(s), Reference Board Policy 7.16 for authorized travel expenses and contact district accounts payable for current reimbursement rates.

28. The Board and the Association agree that supervision of students is imperative. Employees must be at their duty location prior to the arrival of students under their assigned supervision. Employees must supervise assigned students at all times.

29. The Board will provide a Hepatitis B vaccination for employees who come in close contact with children identified as high risk. Any instance of an exposure shall be reported immediately. On advice of the Health Department, the Board shall provide a Hepatitis B vaccination.

30. The use of tobacco products, e-cigarettes, CBD (Cannabidiol) products, and vaping devices, shall be prohibited at all worksites.

31. Not more than one (1) hour of designated teacher workdays may be utilized for meetings except in emergency situations.

32. Employees may leave their work site for personal reasons during designated breaks or during their lunch period. This does not include planning time or non-instructional time.

33. ESPs who work more than 40 hours per week as defined in the Fair Labor Standards Act shall have the option of receiving compensatory time or remuneration for the hours worked. Compensatory time shall be one and one half hours (1 1/2) for each hour worked over forty (40) hours based on increments of thirty (30) minutes. Remuneration shall be at one and one half (1 1/2) times the normal hourly rate. All overtime work shall be authorized in advance by the employee's immediate supervisor. Overtime shall consist of hours in excess of forty (40) worked hours per week including lunchtime, excluding vacation, sick leave, holidays, personal leave days, occasional or sporadic basis work,* or any other non-working time. The overtime rate will be based on the hourly rate of the job that creates the overtime.

*Occasional or sporadic basis work shall consist of the following: Field Trips and Substitute.

34. **Clothing Allowance**

A. Should the Board require that Food and Nutrition Services employees wear specialized clothing and footwear, the Board shall provide an allowance of $250.00 in the first paycheck.

B. Because of the unusual daily exposure by bus mechanics to oil, grease and battery acid, the Board will provide and maintain suitable work uniforms for each mechanic.

35. Non-academic duty by teachers and aides shall be scheduled on a rotating basis under the supervision of the school administration.

36. The Board will make available at each work site personal protective equipment for the use of employees who are exposed to hazardous conditions.

37. Teachers shall be given the opportunity to express their preference in teaching assignments.

38. Except in extenuating circumstances, a teacher should not be assigned to teach in an area not within the scope of their teaching certification.

39. The parties agree that enrollment shifts and other extenuating factors may prevent the finalization of teaching assignments prior to the opening of school. The parties also recognize that it is desirable for teachers to know their teaching assignment as soon as possible. Accordingly, teachers shall be given their tentative teaching assignments for the next school year not later than May 15.

40. Any teacher whose tentative assignment is changed shall be given five (5) days notice.

41. Upon request, a teacher shall have a conference with their principal concerning the change of teaching assignment.

42. **Work Site Assignment**

A. The principal or supervisor shall have authority for the assignment of employees within a school or work site.

B. Employees who desire summer school employment shall, between March 1 and April 1 annually, submit an application indicating such a desire. If summer school becomes a district-wide program, teachers shall be selected from a pool of county-wide applicants.

C. After the first twenty (20) student attendance days of the contract year, instructional personnel assigned to classes will be provided five (5) days notice of job assignment changes except in cases of self-paced courses. The district retains the right to implement such changes without advance notice when necessary to meet operational or instructional needs. The instructional personnel may agree to move sooner in order to support the needs of students.

43. **Educational Staff Professionals** (ESPs) shall be grouped into the following employment categories:

A. Clerical/Fiscal Services Staff
B. Instructional Aides/Computer Lab Tech
C. Custodians
D. Trade workers
E. Bus Mechanics
F. Bus Drivers
G. Bus Attendants
H. Food and Nutrition Services Personnel

Employees transferring from one position to another shall retain their current experience placement on the salary schedule.

44. Within six (6) weeks after beginning initial employment, or beginning a change in job classification, each employee will receive a copy of their job description.

45. **Custodian Salary Schedule** is based upon eight (8) hour day, prorated to number of hours worked.

A. Head custodian - 12 months

B. All other custodians - 210 days

46. **Bus Drivers**

A. Bus Driver Salary Schedule - based upon Route Time, also includes pre-trip inspection, fueling, sweeping bus, ten (10) trips to Bronson for maintenance, and washing bus ten (10) times per year. Route schedules may be changed from time to time by the Transportation Department for addition or deletion, depending on population shifts.

B. The Director of Transportation will be responsible for providing a substitute driver when a regular driver is unable to report for duty.

C. After unloading students at the end of a route, buses shall be driven to and parked in a designated secure location, as determined by the Director of Transportation. Bus drivers who are currently driving a SBLC bus to and from home during the 2022-2023 school year will be exempt from this provision and grandfathered in.

D. The Board agrees to pay for the annual physical necessary for maintaining the regular bus driver's license. The Board shall determine annually the physicians authorized to conduct the physicals.

47. **Experience Credit**

ESP

A. All experience credit shall be based upon employment for at least fifty percent (50%) of the normal working days during the fiscal year for any

given position, plus one (1) day.

B. Credit for work experience within the Levy County School System shall be on a year basis provided the employee remains within the employment categories listed in Article VI. Credit for work experience outside the Levy County School System shall be fifty percent (50%) of all related work experience as determined by the Superintendent. Critical positions as determined by the Board may receive up to one hundred percent (100%) credit for work experience.

Instructional

A. All years in the public school system of Florida, including the service set forth in Florida Statutes and requirements in 1012.01 (4) Florida Statutes, shall be counted as teaching experience for salary purposes under the salary schedule. Each year of service shall meet the criteria for a year of service as prescribed by law.

B. Credit for out-of-state teaching, non-degreed teachers of vocational education and Florida non-public school teaching experience shall be granted in accordance with School Board Policy 6.36.

48. **Educational Staff Professional (ESP) Part-Time Employees' pay** is prorated to the number of hours worked on the appropriate salary schedule.

49. **Lab Managers** shall have instructional personnel remaining in the lab area with their classes.

ARTICLE VII

LEAVES AND TEMPORARY DUTY

1. General

A. Leave requests shall be in the manner prescribed by the Board and except for sickness or emergencies must be requested and approved by the Board or Superintendent in advance.

B. An employee on leave for a year or the remaining part of a year who wishes to return to duty the following year shall notify the Superintendent and school principal in writing by March 1.

C. If an employee fails to notify the Superintendent and school principal in writing, post-marked by March 1 as required in Section 1, B. Of this Article, the Superintendent shall immediately notify the employee by Certified Mail of their obligation in this regard. The Superintendent's letter shall be sent to the most recent address provided to the Board by the employee. The Superintendent's letter shall state that failure of the employee to respond in writing by Certified Mail post-marked by April 1 shall result in immediate termination of employment and forfeiture of any property rights previously attained. Each employee on leave shall maintain a current address in the Board office for purposes of notification.

D. Employees shall be given an accounting of accumulated sick leave.

E. A Professional Services Contract teacher or continuing contract ESP returning from an approved leave of absence shall be given a teaching position, or if an ESP, shall be returned to his/her previous classification

using the following guidelines:

1. An employee returning from one (1) years' leave or less shall be given a position in their school/worksite.

2. An employee returning from a leave of more than one (1) year shall be given a position in the district.

F. Employees returning from leave of absence shall retain full credit for years of service credited to them prior to the leave.

G. Continuing Contract and Professional Service Contract teachers returning from leave shall retain their previous contract status upon returning from leave.

H. Upon returning from leave any member of the LCEA who was on payroll deduction for Association dues shall automatically retain that deduction.

2. Sick Leave

A teacher employed on a full-time basis shall earn four (4) days of sick leave as of the first (1st) day of employment of each year and shall earn one (1) day of sick leave for each month of employment, provided that sick leave shall not be used prior to the time it is earned and provided further that the teacher may earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. All educational staff professionals (ESPs) employed on a full-time basis shall earn four (4) days of sick leave as of the end of the first month of employment of each year and shall earn one (1) day of sick leave for each month of employment, provided that sick leave shall not be used prior to the time it is earned and provided further that the employee may earn no more than

one (1) day of sick leave times the number of months of employment during the year of employment. A district employee may donate accrued sick leave to another district employee. The number of hours donated must be equal to the receiving employee's daily work hours times the number of days being transferred. Donated sick leave that is unused by the recipient shall revert to the donor. A recipient may not use the donated sick leave until all of his or her sick leave, personal leave, and vacation leave have been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this section shall have no terminal value as provided in 1012.61 (3), F.S. An employee who has used all accrued sick leave but who is otherwise entitled to sick leave, shall be granted sick leave without pay. An employee returning from sick leave shall file a claim in writing with the appropriate payroll. The claim shall set forth the days absent and shall be duly signed certifying that the claim is valid and legal. Falsified claims will subject the employee to termination of their contract.

3. Illness-in-the-Line-of-Duty Leave

An employee shall be entitled to ten (10) days illness-in-the-line-of duty leave each fiscal year, as provided in Florida Statutes, for illness or personal injury received in the discharge of their duty. After the tenth (10th) day, the employee may exercise one (1) of the two following options:

A. The employee may draw only Workers' Compensation at 66 2/3% of his/her average weekly wage, OR

B. The employee may draw Workers' Compensation and use one-third (1/3) of a day of his/her unused sick or annual leave for each day that the employee

is approved for illness-in-the-line-of-duty leave. When the employee's absence runs beyond accumulated sick or vacation leave, Workers' Compensation will be paid at 66 2/3% of his/her average weekly wage.

C. Family Medical Leave will run concurrent with illness-in-the-line-of-duty leave.

Additionally, as long as an employee is receiving a check from the Board, the Board will continue to pay their portion of insurance benefits for a period not to exceed one (1) calendar year or until the employee returns to work. At such time when an employee is receiving only Workers' Compensation, the average weekly wage shall be amended and the employee will make full payments of insurance benefits.

4. Personal Leave

A. Personal leave in excess of six (6) days will be granted at the discretion of the Board, except parenting leave and family medical leave will be mandatory upon application. Personal leave shall be without pay except that six (6) days of leave with pay per year, non-cumulative and charged only to sick leave, shall be allowed for any employee for personal reasons including emergencies. The employee shall not be required to give a reason for taking these six (6) days. Leave for sickness or emergencies may be deemed granted in advance. Leave for personal reasons except emergencies must be requested in advance and approved by the Superintendent.

B. A teacher granted personal leave in excess of ninety (90) calendar days shall not accept employment as a member of instructional staff of any school

for which experience credit is granted for more than a total of thirty (30) days during the term of their leave. Prior to accepting employment in another school, the teacher shall request Board approval.

C. If a teacher accepts employment while on personal leave in violation of B. above, their employment with the Board shall be terminated, unless the Board grants a specific waiver of this provision.

D. Acceptance of a fellowship, grant-in-aid, scholarship or other scholastic stipend shall not be considered a violation of this provision.

5. Paid Parental Leave

Up to five (5) consecutive workdays of paid leave for employees for the birth or adoption of a child:

A. Eligibility for paid parental leave requires an employee to be employed by the district for at least one year without a break in service prior to using paid parental leave.

B. Paid parental leave is to be used before any accrued leave or leave without pay for parental purposes.

C. FMLA must run concurrently with paid paternal leave. When more than one employee is a parent, only five days of leave in total may be utilized by the combination of the two parents/employees.

D. There shall be a lifetime maximum of two such leaves per family.

E. Such leave shall be taken within the first 30 days after the birth or adoption of a child.

F. An application for leave accompanied by a written statement from a

licensed medical physician verifying the pregnancy and setting forth the estimated date of birth shall be submitted to the principal no later than five (5) calendar weeks prior to the estimated date of the child's birth. In the case of adoption, a written application for such leave shall be submitted to the principal within two (2) calendar weeks after approval for adoption by the recognized agency or source.

G. This leave cannot be banked, sold or transferred.

H. Parental leave shall be paid at the employee's regular daily rate of pay and shall not be deducted from accrued sick leave or personal leave.

I. Paid parental leave is separate from any other leave provided by the district.

6. Military Leave

Military leave will be granted to an employee who is required to serve in the armed forces or because of membership in the reserves. Compensation allowed shall not exceed the maximum number of hours as provided by Florida Statutes, and military leave shall not be counted in determining a year of service toward Professional Services Contract.

7. Vacation Leave

Personnel employed on a full-time basis, twelve (12) months, shall earn twelve (12) working days of annual leave per calendar year for the first three (3) years of employment augmented by one (1) additional day to a maximum of eighteen (18) days as scheduled below:

Year's Experience	Days Earned (prorated to hours)
0 - 3 years	1.00 day per month
4 - 5 years	1.09 days per month
6 - 7 years	1.17 days per month
8 - 9 years	1.25 days per month
10 - 11 years	1.34 days per month
12 and up	1.50 days per month

8. Jury Duty

An employee who is subpoenaed for jury duty shall apply for temporary duty elsewhere and attach a copy of the subpoena with the application. This section shall also apply to witness duty provided that the employee is subpoenaed as a witness in connection with his official duties or in a court action in which he/she is not a party to the litigation. The employee shall retain any remuneration received for jury or witness duty.

9. Temporary Duty Elsewhere

An employee may be granted temporary duty elsewhere when officially assigned short term professional duties away from their regular job site. Temporary duty shall not be classified as leave and the employee shall receive their regular pay and may be allowed expenses as provided by law.

10. Professional Leave

Employees may be granted professional leave under the following classifications: extended professional leave, pre-school planning leave to complete summer course work, and leave for professional meetings, conferences, or conventions. Professional leave may be with or without pay as determined by the Board.

11. Professional Growth

An employee enrolled in a course of study will be excused to attend class provided that the employee requests professional leave in advance, and that their release occurs after students are dismissed from school. The School Board of Levy County encourages teachers to apply for National Board for Professional Teaching Standards (NBPTS) certification. NBPTS candidates will be permitted to use school equipment in order to prepare for NBPTS certification presentations.

12. Sabbatical Leave

The Board may grant sabbatical leave to full-time teachers of the bargaining unit of the Levy County District upon the recommendation of the Superintendent of Schools when the professional competence of the staff member and the general welfare of Levy County Public Schools will be benefited. The following provisions shall govern sabbatical leave:

A. Any teacher who has served continuously in Levy County for a period of at least seven (7) years may be granted a sabbatical leave of absence of not less than one half (1/2) or more than one (1) year for a planned program of Graduate study approved by the Board.

B. A teacher granted sabbatical leave shall be paid one half (1/2) of their regular salary during the period of such leave. A teacher on sabbatical leave shall be paid at the regular pay periods covered by the leave and shall also receive continued insurance benefits. Total salary paid for sabbatical leave plus other compensation received from other sources as specified in Section G. during the leave period shall not exceed a combined total in

excess of the teacher's regular salary.

C. Requests for sabbatical leave shall be made on or before April 15 of the previous school year. The total number of teachers on sabbatical leave shall not exceed one percent (1%) of the instructional staff. Disposition of sabbatical leave requests shall be communicated no later than one (1) calendar month after the application date.

D. Before beginning a sabbatical leave, the teacher shall enter into a contract to return to active service in Levy County schools for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, is laid off by the School Board, or in cases wherein the rule is waived by the Board. If the application of a qualified teacher is denied due to an excess of one percent (1%) provided in C. above, he/she shall have their application considered first in the succeeding year should that teacher reapply and be eligible.

E. A teacher, upon return from a sabbatical leave, shall be returned to their teaching position, or to a position of like nature and status.

F. To protect the Board against the teacher's failure to return to their position, provided he/she is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of salary payable while on leave. Upon failure of the teacher to return to the system, the note will become payable in twenty (20) installments.

G. During the sabbatical leave, the teacher shall not be allowed to hold any full-time paid teaching position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

13. Family Medical Leave

Eligible employees are entitled to twelve (12) weeks of unpaid Family Medical Leave per year. Employees who wish to take such leave must request leave in advance and their leave must be approved by the School Board. The School Board of Levy County will provide Family Medical Leave to eligible employees in accordance with provisions of School Board policy and the Family Medical Leave Act.

14. Temporary Appointments

Anyone appointed to replace an employee on leave shall have temporary status only. The Board is under no obligation to retain their services beyond the expiration date of their interim appointment.

15. Bereavement Leave

Employees may be granted up to three (3) days of bereavement leave upon the death of an immediate family member. This benefit is based on the employee's daily hours worked, with a maximum benefit of 24 hours for full-time employees. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose and will not be deducted from earned leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. Bereavement leave shall overlap with the funeral services for

the deceased.

Sick leave also may be used in reasonable amounts upon the death of an immediate family member for events related to the family member's death. This benefit is available to employees who are eligible for the benefit at the time of the family member's death.

Immediate family member defined as: Employee's spouse, great-grandparent, grandparent, parent, step-parent, brother, sister, child, grandchild, or the great-grandparent, grandparent, parent, step-parent, brother, sister, child, grandchild, of the employee's spouse. This also includes individuals for whom the employee is the current legal guardian.

ARTICLE VIII

EMPLOYEE AUTHORITY

1. Employees shall refer students to the administration when they observe major violations of school or work site rules and regulations.
2. All referrals of "student disciplinary problems" made by bus drivers shall be made on the approved discipline referral forms. The referring employee will receive a copy of the form indicating actions taken by the administration at the close of the next day unless linked to bus video needing to be reviewed.
3. Whenever a student, while subject to the control of school authorities, impedes or seriously disrupts classroom instruction or normal school operations, the teacher may impose reasonable punishment consistent with law and regulations of the Board.
4. In cases of repeated minor misconduct or more serious misbehavior in the

classroom, the teacher shall file a written report which describes in detail the specifics of the offense. In case of repeated minor misconduct or more serious misbehavior, in settings other than the classroom, all employees are responsible for filing a written report which describes in detail the specifics of the offense. The principal shall maintain a complete file on each student referred to him/her and after hearing all witnesses and considering all available facts in each case, render a prompt decision. The teacher or employee shall be notified of the decision.

5. Individual records maintained on student discipline will be available to teachers as an aid for determining disciplinary recommendations concerning particular students.

6. If a student refuses repeatedly to do assigned work in the classroom, the teacher may send the student to the principal's office for counseling.

7. Any assault upon an employee shall be promptly reported to the immediate supervisor and/or school principal.

8. Time lost by an employee in connection with any incident covered by this Article shall be handled as follows:

   A. Time for appearances before the administration, the Superintendent or the Board, a legal officer, or any judicial body shall not result in any loss of pay.

   B. A subpoena shall be necessary for any court appearance.

9. If a lawsuit is filed against any employee or if any employee is sued, the Board may, at its discretion, underwrite the cost of legal counsel and render assistance to the employee in their legal defense.

ARTICLE IX

TRANSFERS

1. In this Agreement, the term **transfer** shall mean a move from one work site to another.

2. Voluntary Transfers

   A. Employees may apply for transfers by submitting a letter of interest to the principal or supervisor of the vacancy.

   B. Employees transferring from one position to another within a category shall retain their current experience placement on the salary schedule.

3. Employees who have requested a transfer shall be notified in writing of the Administration's action on said transfer or assignment as soon as action is taken. An employee may annually request that their transfer application be kept active. If there are multiple transfer requests for the same position, the principal/supervisor shall choose the most qualified applicant who meets the needs of his/her work site.

4. **Involuntary transfers** of employees shall be limited to no more than one (1) transfer per employee within a five-year period. Employees shall be given at least fifteen (15) calendar days notice of involuntary transfers and the reasons for the transfer in writing. The advance notice of fifteen (15) days may be waived during pre-planning and/or the first twenty (20) days of student attendance or in cases of emergency in the case of staff reduction. A statement attesting to the involuntary status of the transfer will be signed by the employee and Director of Personnel. A dated copy will be given to the employee and one placed in the employee's personnel file.

5. In the case of a **work site closing**, the disposition of personnel will depend on seniority and contractual status. Involuntary transfers and reduction in personnel will be used if necessary.

ARTICLE X

VACANCIES

1. Notices of employee vacancies shall be posted on the district website.
2. The Board agrees to seek the most highly qualified applicants available. Other factors being equal, local applicants will receive priority consideration.
3. Notices of vacancies within the district shall be posted on the district website. Interested employees shall submit a letter of interest to fill a specific vacancy and shall be contacted and given the opportunity to be interviewed for that vacancy. Notices shall remain posted for a period of at least five (5) days prior to filling the vacancy.

ARTICLE XI

EMPLOYEE EVALUATION

1. The parties agree that the primary objective of the program to evaluate performance is to improve the quality of instruction and services.
2. Further, the parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of teachers and educational staff professionals (ESPs). Therefore, to this end, the following procedure has been agreed to:

   A. The principal, or other administrator/supervisor designated by the Superintendent in charge of employee supervision, shall be responsible for the administration of the procedure for evaluating performance.

B. The designated administrator shall orient all employees under their supervision to the evaluation procedures, criteria, and forms during the first six (6) weeks of each school year and advise the employees as to who shall observe and evaluate their performance.

C. Each formal written evaluation of teaching performance shall be preceded by at least one (1) classroom observation and/or one (1) on-site observation in an academic setting with a minimum duration of fifteen (15) minutes.

D. Each written evaluation of educational staff professional's (ESP's) performance shall be preceded by at least one (1) on-site observation.

E. A copy of each formal written evaluation of job-related performance shall be given to the employee. An interactive conference shall be held between the employee and evaluator within ten (10) working days to discuss the formal observation.

F. For educational staff professionals (ESPs), a copy of each written evaluation of performance shall be given to the employee and a conference held between the employee and evaluator.

G. In the event the employee feels that their formal written evaluation of performance was incomplete or inaccurate, he/she may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file(s).

H. For any employee who receives written notice of performance deficiencies or receives an overall rating of unsatisfactory performance, the principal or supervisor and the employee shall develop a written plan for remediation of

said deficiencies. The employee shall be informed of the consequences of their failure to correct said deficiencies within a reasonable prescribed period.

I. The classroom teaching performance of Category I teachers and the performance of ESP probationary employees shall be formally observed at least twice a year. One such evaluation shall be during the first semester and the second shall be during the second semester prior to April 15. Formal observation of the classroom teaching performance on Category II, Category III, Continuing Contract and Professional Service Contract teachers and the evaluation of all regular educational staff professionals (ESPs) shall be made at least once a year.

J. The deadline for completion of the non-student performance evaluation criteria will be May 1 of the current school year. The Student Performance section of the written evaluation must be completed no later than October 1st of the following school year.

K. As local assessments are developed and administered by the district all instructional employees administering the new assessments will receive a minimum student growth and proficiency score equal to the minimum "Proficient/Effective" score (2.5) for the current year.

Clarification: A teacher might use multiple tests for the student growth/proficiency portion of their evaluation. Teachers will receive their original score for those tests that have been vetted and a minimum score of 2.5 for any new EOC's they give that year. The scores will be averaged to

get a total student growth/proficiency score.

For example: If I teach courses that use FAST for evaluation and one that has a new district EOC then my scores might look like this:

80% based upon 4 courses of 10th grade
English: FAST 3 x 80% = 2.4
20% based upon 1 course of English 4 with a new EOC:
2.5 minimum score 2.5 x 20% = .5
2.9 final student growth/proficiency score

Beginning with the 2014-2015 school year the “Areas of Professional and Instructional Standards Indicators” will constitute 66% of the overall evaluation. The “Student Growth and Proficiency” portion (a three-year average, if available) will constitute 34% of the overall evaluation.

L. Upon request of an employee, that employee's personnel file(s) shall be subject to review and if requested in writing, reproduction shall be made within five (5) working days.

M. All formal evaluations of performance of an employee shall be conducted openly and with full knowledge of the employee.

3. Teachers who receive written notice of performance deficiencies or a “Basic/Needs Improvement” or an “Unsatisfactory” rating shall be provided assistance in accordance with the provisions of 1012.34, F.S., and are eligible for the Peer Assistance Program. If the teacher’s overall evaluation rating is “Unsatisfactory” and the employee fails to improve and/or correct said deficiencies, any disciplinary

actions taken must be in accordance with the provisions of 1012.33, F.S.

ARTICLE XII

REDUCTION IN PERSONNEL

1. Lay-Offs

A. The Superintendent shall determine the job classifications, subject areas and the number of positions affected in which reductions shall be made. The names, work sites, and job titles of all employees laid off or non-renewed because of a reduction in force shall be given in writing to the Association.

B. Should the Board have to lay off ESP employees; such lay-off will be based upon seniority. Should the Superintendent have to make a choice between employees with identical district-wide seniority, he shall consider the following criteria: educational qualifications, performance record, and the capacity to meet the educational needs of the district.

C. If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority. If workforce reduction is needed, normal attrition, voluntary retirements, and voluntary

leaves of absence shall be considered first.

2. Recall

A. The Board and the Superintendent shall determine the areas in the school system in which recall will be made and the number of employees to be recalled.

B. Recall will be implemented using the same criteria as reduction in force, except in reverse order. Recall notice shall be made by certified letter to the employee's last known address.

C. No new teachers shall be hired in a laid-off teacher's subject area or grade level. Recall of laid-off teachers in specific subject area or grade levels will be in reverse order of the reduction in personnel. Highly qualified employee with the highest performance evaluations must be the first to be rehired; the employee with the next highest performance evaluations must be the second to be rehired; and rehiring shall continue in like manner until the needed the number of positions have been filled. Teachers must accept or decline recall within one week of notice of recall.

No new ESP shall be hired in a laid-off employee's work area until all fully qualified laid-off employees of that work area have been recalled or have declined or failed to accept recall (within one [1] week of receipt). Failure to respond to the letter of recall within the time required automatically terminates the employee's right of recall. Each employee shall keep the district personnel office advised of their current mailing address.

D. Any ESP who would have qualified for retirement during the reduction year

shall be permitted to work that year so as to acquire needed service.

3. The provisions of this Article shall not apply to employees initially hired through cooperative agreements between the Board and other school districts, governmental agencies, institutions of higher education and private enterprise. It is expressly understood that such employees may be subject to immediate termination as determined by the Board if the cooperative agreement is discontinued or if the Board no longer serves as fiscal agent under such an agreement. A copy of this language shall be an Addendum to the individual teacher contract and initialed by the teacher. All other Articles of the Master Contract apply to all employees hired by the Board through cooperative agreements unless specifically noted to the contrary.

ARTICLE XIII

SICK LEAVE BANK

1. **Purpose**

In order to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave, the SICK LEAVE BANK has been established.

2. **Eligibility**

Any full-time employee shall be eligible for voluntary participation in the sick leave bank after one (1) year from the date of initial employment with the school system, provided that such employee has accrued a minimum of seven (7) sick days. Enrollment in the sick leave pool program will be accepted during September 1

through September 15 of each school year. Employees must wait ninety (90) days after initial enrollment before being eligible to withdraw days from the sick leave bank.

3. **Contributions**

During initial enrollment period, new participating members shall contribute one (1) day of sick leave during the enrollment period. All participating members shall automatically contribute one (1) day each time the bank reaches 25% of the number in membership. Said contributions shall be made one (1) month following the depletion occurrence, at which time members will be notified that an additional day was automatically contributed. If an employee does not want to contribute an additional day, the employee will notify the Personnel Department within 10 days of his/her desire to withdraw from the bank. If an employee does not have the day, he/she shall be allowed to contribute one (1) day immediately when a sick leave day is earned. The Sick Leave Bank Committee shall not grant days in excess of the balance of days in the bank. Sick leave days donated to the bank by an employee will not be returned to the employee except as provided for in this Article.

4. Any sick leave days withdrawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury. The employee must make application to the sick leave bank in order to receive sick leave benefits.

5. No employee shall be eligible to draw more than fifty (50) days from the bank for any one approved illness or injury or complications thereof with a lifetime maximum of 150 days. The number of hours will be equal to the days that make up an employee's workday. Fragmentary sick leave days in excess of sick leave will not

be honored by the Sick Leave Bank Committee unless the request is for the same illness, accident or injury. After an employee's accumulated sick leave has been exhausted and any special leave also has been exhausted, the employee will be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.

6. Any employee withdrawing sick leave days from the bank shall not be required to replace those days except as a regular contributing member of the pool.

7. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the bank.

8. Should the membership in the bank fall below twenty-five (25), the Sick Leave Bank shall be automatically dissolved. Such days remaining shall be equally proportioned to the remaining members, no member may receive more than the days contributed.

9. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on an official form provided for this purpose. The decision of the committee shall be final. A statement from a physician attesting to the member’s extended illness of injury must be attached and must certify:

   a. The nature of the catastrophic illness or injury (elective or cosmetic surgeries will not be considered valid requests).

   b. The probable date the member would be able to return to work.

10. The School Board of Levy County shall establish procedures for identifying and recording contributions to the pool and for complying with applicable governmental regulations and/or associated record keeping.

11. A notification letter will be sent to applicants informing them of their acceptance or rejection into the sick leave pool. Participating members will also be notified when they are no longer a member of the pool.

12. **Sick Leave Bank Committee**

The Sick Leave Bank Committee shall have five (5) members. The Association shall select three (3) members and the Board shall select two (2) members. The members shall be appointed to two (2) year terms. However, the initial appointment for one (1) Association appointed member and one (1) Board member shall be for only one (1) year. The Association and the Board shall determine which of their respective members shall serve the one (1) year term. Teacher members shall hold Continuing Contract or Professional Services Contract status. Vacancies on Sick Leave Bank Committee shall be filled by the party for whom the vacancy exists.

13. **Committee Responsibilities**

A. The Sick Leave Bank Committee, by majority vote, shall determine the Rules and Procedures of the Sick Leave Bank and shall have the authority to amend them when necessary.

B. The Sick Leave Bank Committee shall review all withdrawal applications. It will approve or deny each request.

C. Denials will be fully explained in writing.

D. A minimum of three (3) committee members' signatures will be required for all approvals or denials.

14. **Alleged abuse of the use of the Sick Leave Bank** shall be investigated by the Superintendent with the assistance of the Sick Leave Bank Committee. Any finding

of wrongdoing shall result in the employee being required to repay all sick leave credits drawn from the bank. Refusal on the part of the employee to repay said credits shall be grounds for termination. Other appropriate disciplinary action may be taken by the Board if the employee provides repayment to the pool.

ARTICLE XIV

POLITICAL ACTIVITY

All employees shall have entire liberty of political action when not engaged in activity of their employment, provided such action is within state and federal laws, and provided further that such action does not impair their usefulness in their respective capacities. The right of all employees to work and to vote for the party and candidates of their choice shall not be abridged or denied. All employees shall be free from political coercion.

ARTICLE XV

SCHOOL CALENDAR

1. The calendar shall observe the following holidays when school shall not be in session for employees:

- Labor Day
- Thursday and Friday the week of Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day

- Good Friday
- Independence Day

2. All offices and work sites shall be closed from December 24 through January 1.

3. The school calendar shall be developed by an employee committee appointed by the L.C.E.A. and the Superintendent.

   The calendar shall include:

   - At least ten days collectively for the following:
     - Pre-planning, minimum of three (3) days
     - Post-planning, minimum of one (1) day
     - Teacher workdays, minimum of three (3) days
     - Professional Development Days, maximum of three (3) days
   - A total number of School Improvement Days as indicated by the Board as allowable by law.

4. The School Calendar shall be provided to each employee annually.

ARTICLE XVI

SALARIES AND FRINGE BENEFITS

1. The official employee salary schedules shall be set forth in Appendix A and Appendix B of this Agreement.

2. The Board agrees to grant 10-month employees six (6) paid holidays.

3. Upon termination from the district school system, an employee, upon application, shall be granted terminal leave pay for each day of unused sick leave and vacation leave earned in Levy County. To protect sick leave and vacation leave earned in

Levy County for terminal pay purposes, all leave transferred from other districts to Levy County shall be used prior to deducting Levy County sick leave.

If termination is by death, this benefit shall be paid to the beneficiary designated in Florida Division of Retirement records.

The following rates shall apply:

1 – 3	years Levy County service; daily pay rate multiplied by thirty-five percent (35%)
4 - 6	years Levy County service; daily pay rate multiplied by forty percent (40%)
7 - 9	years Levy County service; daily pay rate multiplied by forty-five percent (45%)
10 - 12	years Levy County service; daily pay rate multiplied by fifty percent (50%)

Thirteen (13) and more years Levy County service; daily pay rate multiplied by 100% of the number of days accumulated sick leave.

4. At the end of each year, if an employee so desires, he/she shall receive annual payment for accumulated sick leave earned for that year that is unused at the end of the school year. Requests for payment of a portion of the days earned and unused will not be accepted. The payment shall be based on the daily rate of pay of the employee multiplied by eighty (80%). Days for which such payment is received shall be deducted from the accumulated leave balance; provided however, that a minimum balance of twenty (20) days accumulated sick leave must remain after such payment is made. An employee is ineligible for this benefit until after the second year of service in Levy County. To receive payment for the benefit, each eligible employee must obtain an official application from their principal or county staff administrator, complete, and send the application post-marked or hand delivered not later than April 1 to: Payroll Specialist, School Board of Levy

County, 480 Marshburn Drive, Bronson, FL 32621.

Each employee is solely responsible for obtaining and mailing their application. Applications received postmarked later than April 1 or received by any other means of delivery after April 1 are invalid. Payment shall be made by June 30.

5. The Board's contribution to the employee cafeteria medical and fringe benefits program shall be provided for each member of the bargaining unit that works at least twenty-five (25) hours per week electing to participate in the plan. The provider and manager of the plan shall be negotiated by the parties. The twenty-five (25) hours per week requirement will apply to all employees hired after December 1, 1995.

   Employees hired after January 1, 2004 must participate in the Group Health Insurance Plan to receive the Board contribution in the district cafeteria plan. Any employee hired prior to January 1, 2004, and not a participant in the group Health Insurance Plan shall be entitled to $2400 to be applied to the Board approved cafeteria plan including 401 (K). Any negotiated increases in the Board contribution after January 1, 2004 shall apply only to those employees participating in the group Health Insurance Plan. If an employee terminates Health Insurance coverage, he/she shall lose any Board Contribution. Upon re-enrollment in the Health Insurance Plan, an employee will be eligible for the Board contributions that exists at the time of re-enrollment.

   Effective 2017-2018 school year, spread insurance premiums across 10 months so monthly premiums are not as difficult to pay for employees.

6. Compensation for all employees shall be paid on the fifteenth (15th) day of each

month or on the last working day proceeding the fifteenth (15th) day of the month and the last working day of each month that Board offices are open.

7. Ten (10) month instructional employees and PreK Lead Teachers who are on the twenty (20) and twenty-four (24) paycheck options, shall receive their first paycheck on the Friday prior to the last working day of August. All other ten (10) month employees shall receive their first installment of twenty (20) or twenty-four (24) paychecks on the last working day of August. For the month of December, the second paycheck shall be issued on the last working day that Board offices are open.

   Beginning July 1, 2005, ESPs will have the option of 20/24 checks to be selected in accordance with the same procedures as teachers. All new employees will be required to do direct deposit effective July 1, 2019.

   Beginning 2019-2020 school year, all custodians who work 210 days shall receive 22 paychecks with the final check issued by June 30th.

8. An employee retiring from the Levy County School System shall have the option of retaining their medical and basic insurance coverage after retiring. The retiree shall pay the premium.

9. Instructional ESPs and Media Clerks holding an Associates of Arts or Associates of Science Degree, shall receive the negotiated supplement in the differentiated pay plan. Instructional ESPs and Media Clerks who have completed three (3) years of college, in a planned program toward a Bachelor's Degree, shall receive the negotiated supplement in the differentiated pay plan. This will be effective for new hires after 07/01/2019 or for existing employees with new degrees or through completion of the third year of a planned program toward a Bachelor's degree earned after 07/01/2019.

Instructional ESPs are those who are paid from the 5000 state accounting functions who have duties that include activities dealing directly with the teaching of pupils, or the interaction between teacher and pupils. ESPs whose job classification requires a minimum of an AA/AS degree shall not be eligible for these supplements. Employees affected by federal mandates requiring an AA/AS degree shall continue to receive a supplement for their AA/AS degree. No employee shall be required to repay any amounts received under the provisions of this language due to any previous interpretation or authorization. ESPs who are receiving this supplement at the time of ratification and no longer qualify under the amended language shall not receive any reduction in salary. Affected employee(s) salaries will be frozen until such time as experience step(s) and/or raises bring or exceed his/her salary to the current rate. As of July 1, 2026, Instructional ESPs who are receiving the negotiated supplement in the differentiated pay plan and move to another position within the ESP salary schedule, shall continue to receive the supplement.

10. All Food and Nutrition Services personnel who have a current and approved certification with the School Nutrition Association on file in the district Food & Nutrition Services Department as of July 1 of each year shall receive Supplement SP381 as stated in the current Differentiated Pay Plan. Verification of current and approved certification with the School Nutrition Association will be furnished as of July 1 each year to the Payroll Office by the School Food & Nutrition Services Department.

A. If a mistake has been made by the School Board of Levy County in regards

to wages, compensation, credit for experience, etc. and is discovered during the current year, then the wages of that employee will be adjusted accordingly.

B. If a mistake is discovered in subsequent years, the monetary liability will not exceed one (1) year (the preceding year) for overpayment or underpayment. In the case of overpayment the employee's pay rate will be adjusted to the correct step or level in the present year. In case of underpayment, the employee will be brought up to the step or level in the present year.

11. Instructional employees, hired before July 1, 2011, shall receive a salary adjustment for a master's, specialists' or doctorate degree equivalent to the negotiated advanced degree supplement in the differentiated pay plan.

12. Instructional employees whom do not receive an annual evaluation rating of highly effective or effective shall not be provided with a salary adjustment for that year, unless Florida law dictates otherwise.

ARTICLE XVII
LEGALITY OF CONTRACT PROVISIONS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

ARTICLE XVIII

BOARD'S RIGHTS AND RESPONSIBILITIES

1. Nothing contained herein shall be considered to deny or restrict the Board of its legal rights, authority or responsibility as defined and vested in the Board by the laws and Constitution of the United States and of the State of Florida, and the rules and regulations of the State Board of Education. Except as specifically and clearly stated in this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained exclusively by the Board.

2. It is expressly agreed that all rights which vest in and are exercised exclusively by the Board, except those that are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include the right to:

   A. Exercise according to law the executive management and administrative control of the Levy County School System and all of its properties, facilities, equipment and the activities of the employees during working hours.

   B. Adopt rules and regulations.

   C. Manage and control all fiscal affairs of the Levy County Schools.

   D. Determine the number and location or relocation of its facilities, including the establishment or relocations of new work sites, buildings or departments, and the relocation or closing of work sites, offices, departments, buildings or other facilities.

E. Determine the type and quantity of supportive services including all supplies and equipment necessary to operate the district system and to establish the procedures necessary to manage and control this operation.

F. Determine employee qualifications, establish hiring procedures, hire all employees and determine employee assignments and the condition of their continued employment, dismissal, promotion, or transfer.

G. Determine job content.

H. Determine the size of the management organization, its function, and authority.

I. Approve in-service training activities for employees.

J. Establish and conduct an evaluation program to determine the effectiveness and competence of teachers, administrators, and all other employees.

K. Determine staffing allocations for all work sites, departments, and district operations.

L. Determine curriculum, courses, and methods of instruction.

M. Determine the appropriateness of textbooks, instructional materials and supplies, and teaching aids.

3. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE XIX

TERM OF AGREEMENT

1. This Agreement shall be effective as of the ratification date of the Agreement, except upon those items specifically identified otherwise, and shall remain in effect until June 30, 2029.

2. The parties agree that negotiations for a successor agreement will begin ninety (90) days prior to the termination of this contract.

3. Both parties agree to reopen negotiations at the request of either party for a period of three (3) weeks during the third week of June on items identified below. It is understood that the three (3) week time period may be extended by mutual agreement for an additional time period to be agreed upon by the parties. If agreement on the contract is not reached by the end of that time period, impasse may be called by either party on the items being negotiated; provided, however, that impasse may not be declared on economic items until after the receipt of a certified tax roll.

   Items to be re-negotiated shall be limited to:

   A. Employee salary schedules,

   B. Compensable fringe benefits for all employees, and

   C. Specific additions or revisions incorporated in Florida Statutes.

4. The Board and the Association agree that any item or section of this Agreement may be reopened to negotiation and/or discussion upon mutual agreement of the parties.

ARTICLE XX

GUARDIAN PROGRAM

1. GUARDIAN PROGRAM

Employees who volunteer to be a part of the Aaron Feis Guardian Program shall receive liability insurance at no cost to the employee/Guardian.

Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to their Guardian duties. This grief counseling will be at no cost to the Guardian.

Trainings related to the professional learning required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

All test results, including but not limited to, psychological screening results and background check information, will be held confidential by the Sheriff's Department to the extent allowed by law.

2. EMPLOYEE USE OF FIREARMS

They shall be entitled to due process rights in accordance with the collective bargaining agreement (CBA).

The Superintendent may revoke an employee's prior authorization to serve as a Guardian at any time, and without reasons or prior notice. Reinstatement will be subject to the Superintendent's discretion.

In the event that an employee acts in his/her role as a Guardian, the employee will be placed on administrative leave in order to provide time for an investigation by the appropriate law enforcement agency.

LEVY COUNTY EDUCATION ASSOCIATION

_____
President, LCEA

_____
Chief Negotiator/Chairperson

_____
Secretary

SCHOOL BOARD OF LEVY COUNTY

_____
Chairperson

_____
Superintendent

_____
Board Negotiator

APPENDIX A

SCHOOL BOARD OF LEVY COUNTY
2026-27 INSTRUCTIONAL
GRANDFATHERED SALARY SCHEDULE effective July 1, 2026
For Individuals Hired prior to July 1, 2011

WITH LONGEVITY SUPPLEMENT

BASE	$47,500	**PLUS SUPPLEMENTS		$1,300	$3,321	$3,094.30	$3,094.30
	Placement	Placement #	BACH	SP378	SP377	MAST/SP378	MAST/SP377
	J	9	$ 52,000.00			$56,394.30	
	K	~~10~~	~~$ 53,100.00~~	-	-	-	-
	L	~~11~~	~~$ 54,100.00~~	-	-	-	-
	M	12	$ 54,300.00	$55,600.00		$58,694.30	
	N	~~13~~	~~$ 55,800.00~~				
	O	14	$ 56,800.00	$58,100.00		$61,194.30	
	P	15	$ 57,800.00	$59,100.00		$62,194.30	
	Q	16	$ 58,800.00	$60,100.00		$63,194.30	
	R	17*	$ 59,800.00	$61,100.00		$64,194.30	
	S	18*	$ 60,800.00	$62,100.00		$65,194.30	
	T	19*	$ 62,300.00	$63,600.00	$65,621.00	$66,694.30	$68,715.30

Paycodes: 10 & 11

**To qualify for an advanced degree payment, the advanced degree must be in an academic subject area or in a field related to public education. Salary is made up of base salary plus qualified advanced degree supplement.

Experience Credit: Experience credit will be determined by Florida Statutes, contract language, and Board Policy.

* Individuals that were hired prior to July 1, 2013 and on R, S or T, as of July 1, 2013 will receive a longevity supplement.

Academic Summer School: Salary will be prorated to the hourly rate of the previous year.

Eleven Month Teachers: Pay shall be based upon 10 month instructional plus 20 days.

High School Guidance Counselors 11 Mo.

Salary Schedule Clarification: Effective July 1, 2026, this salary schedule no longer reflects the individual salaries of instructional staff listed, as the 2026–27 state statute governing the Teacher Salary Increase Allocation provides different salary increases for Full-Time Classroom Teachers and Other Instructional Personnel, and this schedule includes both classifications.

Ratified: 8/14/2026

Board Approved: 7/22/2026

APPENDIX B

SCHOOL BOARD OF LEVY COUNTY
2026-27 EDUCATIONAL STAFF PROFESSIONALS
SALARY SCHEDULE
EFFECTIVE July 1, 2026

Steps	GP1	GP2	GP3	GP4	GP5	GP6	GP7	GP8	GP9	GP10
0	15.00	15.45	15.55	15.65	15.80	16.04	16.86	17.56	18.30	19.09
1	15.40	15.60	15.65	15.80	15.95	16.44	17.26	18.01	18.75	19.54
2	15.60	15.65	15.70	15.85	16.00	16.79	17.63	18.41	19.17	19.96
3	15.65	15.70	15.80	15.95	16.10	17.15	18.01	18.81	19.59	20.41
4	15.70	15.75	15.85	16.12	16.45	17.52	18.41	19.22	20.03	20.86
5	15.75	15.90	15.95	16.47	16.96	17.90	18.82	19.65	20.47	21.33
6	15.80	15.95	16.07	16.82	17.54	18.30	19.23	20.08	20.93	21.82
7	15.85	16.00	16.27	17.22	17.90	18.70	19.66	20.53	21.40	22.31
8	15.90	16.25	16.82	17.57	18.27	19.10	20.10	20.99	21.88	22.81
9	15.95	16.50	17.24	17.93	18.65	19.53	20.55	21.46	22.42	23.33
10	16.20	16.80	17.62	18.31	19.04	20.01	21.06	21.95	22.90	23.86
11	16.52	17.20	17.98	18.69	19.46	20.46	21.53	22.44	23.40	24.41
12	16.92	17.55	18.37	19.09	19.90	20.91	22.01	22.95	23.94	24.96
13	17.27	17.90	18.77	19.51	20.38	21.37	22.49	23.47	24.47	25.54
14	17.62	18.25	19.15	19.91	20.81	21.81	22.97	23.98	25.01	26.11
15	17.97	18.60	19.53	20.31	21.25	22.25	23.44	24.48	25.52	26.66
16	18.32	18.95	19.90	20.71	21.70	22.85	24.04	25.08	26.12	27.26
17	18.69	19.33	20.30	21.22	22.13	23.31	24.52	25.58	26.64	27.81
18	19.06	19.71	20.70	21.53	22.56	23.77	25.00	26.08	27.16	28.36

GROUP 1
Receptionist
Custodians
Groundskeeper
Bus Attendant
FNS Worker
Courier

GROUP 2
Clerk, Office
Shipping/Rec Clerk

GROUP 3
Aide (All Aides)
Lab Assistant
Clerk, Media
Head Custodian**
FNS Assist Mgr.

GROUP 4
Lab Manager
Secretary, School (10/12 Month)
Secretary, Sub Coord.
Data Entry Clerk
Bookkeeper, School
Health Assistant
Mental Health Clerk

GROUP 5
Administrative Asst., CTE
Bookkeeper, Fiscal
Secretary, Director (All Dept.)
FNS Manager**
Messenger/Deliveryman, FNS
Painter
Clerk, Fiscal
ESE/MIS Manager

GROUP 6
Clerk, Accounts Payable
Secretary, Asst. Superintendent
Clerk, Payroll
Business Operations Support Lead

GROUP 7
Maintenance Generalist I
Admin Operations Mgr., CTE
Area Manager, FNS

GROUP 8
Sr. Accounts Payable Clerk
Service Technician
Plumber
Electrician I
Maintenance Generalist II
Bus Driver*
Computer Technician
HVAC Mechanic I
Telecommunications & IOT Tech

GROUP 9
Pre-K Lead Teacher
Interpreter
Senior Service Technician
Electrician II
Plumber II
HVAC II

Group 10
Transportation Shop Foreman
Behavior Therapist
LPN
Electrician III
HVAC III
Plumber III

*Bus driver will be paid for a minimum of five (5) hours per day.
**Supervisor Differential Pay ($1,500 Head Custodian and $1,500 FNS Manager Positions)
Field trips, Meetings, and Breakdowns: $15.00 per hour submitted on timecards.
On overnight trips drivers will be paid for driving time and assigned supervision time.

Ratified: 8/14/2026
Board Approved: 7/22/2026

Payroll Clerk - Group 6
Sr. Payroll Clerk - Group 8
Personel Clerk (Fiscal) - Group 5

Appendix C

Pay for Performance Plan

Under the performance pay plan, the levels in the grandfathered schedule are $1000. In order to fund the performance pay plan the district must be able to fund the salary schedule. Funds will be allocated as follows:

HE = Highly Effective

E = Effective

NI=Needs Improvement

Grandfathered Schedule	**Performance Plan**
	HE = E + ($333-$1000)
	↓
HE, E and NI = $1000 Level Increase as indicated ⟷	E=$1000(50%-75% of HE)
	Percent to be negotiated.

By May 1, any teacher on the grandfathered schedule who would like to participate in Performance Pay must sign an agreement letter. By doing this, they relinquish their Professional Services or Continuing Contract. Once they move to the Performance Pay Schedule, they must stay on that schedule and will now be placed on annual contract status.

If unable to fund the salary schedule, a COLA (Cost of Living Adjustment) will be negotiated.

Tentative Agreement Signatures:

LCEA

Board

3-17-15 Date

APPENDIX C

SCHOOL BOARD OF LEVY COUNTY

2026-27 INSTRUCTIONAL

Performance Pay Schedule, effective July 1, 2026

For Individuals Hired after July 1, 2011

BASE	$47,500			$3,094.30	$3,907.20	$4,657.40
Placement	Experience Placement (at hire)	INDEX	BACH	MAST	SPEC	DOCT
A-B	0-1	1.00000	47,500	3,094.30	$3,907.20	4,657.40
C-D	2-3	1.00211	47,600	3,094.30	$3,907.20	4,657.40
E	4	1.00421	47,700	3,094.30	$3,907.20	4,657.40
F	5	1.00632	47,800	3,094.30	$3,907.20	4,657.40
G	6	1.00842	47,900	3,094.30	$3,907.20	4,657.40
H	7	1.01053	48,000	3,094.30	$3,907.20	4,657.40
I	8	1.01263	48,100	3,094.30	$3,907.20	4,657.40
J	9	1.01684	48,300	3,094.30	$3,907.20	4,657.40
K	10	1.02105	48,500	3,094.30	$3,907.20	4,657.40
L	11	1.03158	49,000	3,094.30	$3,907.20	4,657.40
M	12	1.05263	50,000	3,094.30	$3,907.20	4,657.40
N	13	1.07368	51,000	3,094.30	$3,907.20	4,657.40
O	14	1.09474	52,000	3,094.30	$3,907.20	4,657.40
P	15	1.11579	53,000	3,094.30	$3,907.20	4,657.40
Q	16	1.13684	54,000	3,094.30	$3,907.20	4,657.40
R	17*	1.15789	55,000	3,094.30	$3,907.20	4,657.40
S	18*	1.17895	56,000	3,094.30	$3,907.20	4,657.40
T	19*	1.20000	57,000	3,094.30	$3,907.20	4,657.40

To qualify for an advanced degree payment, the advanced degree must be in an academic subject area or in a field related to public education. Salary is made up of base salary plus qualified advance degree supplement.

Experience Credit: Experience credit will be determined by Florida Statutes, contract language, and Board Policy.

*Individuals that were hired prior to July 1, 2013 and on R, S or T, as of 7/01/2013 will receive a longevity supplement.

Academic Summer School: Salary will be prorated to the hourly rate of the previous year.

Eleven Month Teachers: Pay shall be based upon 10 month instructional plus 20 days.

High School Guidance Counselors 11 Mo.

School Psychologist 11 Mo.

Annual contract teachers are eligible for performance pay and the amount of compensation will be negotiated and is based on the SBLC performance pay plan.

Ratified: 8/14/2026

Board Approved: 7/22/2026

Levy County School Board Differentiated Pay Plan
2026-27

APPENDIX D

In accordance with Florida Statute 1012.22 (1)©(4), beginning with the 2013-14 academic year, the Levy County School Board proposes a salary schedule with differentiated pay for both instructional personnel and school-based administrations. This Differentiated Pay Plan shall be included as part of the salary schedule as required by F.S. 1012.22 and is subject to negotiation as provided in Chapter 447. The differentiated pay is based on district determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.

Number	Supplement	Description	Level	Student	Amount	Pay Schedule
SP100	Administrative Assistant	Full Time			$ 2,420.00	
SP101	Administrative Assistant	Part Time			$ 1,513.00	
SP105	Additional School Class*				$ 3,300.00	
SP106	Advance Placement per semester course + State Bonus >/= 10 students per class				$ 1,100.00	
SP110	Alternative School Teacher				$ 2,000.00	
SP111	Alternative School Teacher Aide/Lab Manager				$ 275.00	
SP130	Athletic Director		High School		$ 2,420.00	
SP131	Athletic Director		Middle School		$ 1,815.00	
SP132	AVID Site Coordinator				$ 667.00	
SP140	Band				$ 3,025.00	
SP150	Baseball	Head Coach	High School		$ 2,420.00	50/50
SP151	Baseball	Head Coach	Junior Varsity		$ 1,210.00	50/50
SP152	Baseball	Head Coach	Middle School		$ 1,089.00	50/50
SP153	Baseball	Assistant Coach	High School		$ 1,650.00	50/50
SP154	Baseball	Assistant Coach	Junior Varsity		$ 1,100.00	50/50
SP155	Baseball	Assistant Coach	Middle		$ 770.00	50/50
SP156	Baseball-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP160	Basketball	Head Coach	Varsity	Boys	$ 3,025.00	50/50
SP161	Basketball	Head Coach	Varsity	Girls	$ 3,025.00	50/50
SP162	Basketball	Head Coach	Junior Varsity	Boys	$ 1,694.00	50/50
SP163	Basketball	Head Coach	Junior Varsity	Girls	$ 1,694.00	50/50
SP164	Basketball	Head Coach	Middle School	Boys	$ 1,210.00	50/50
SP165	Basketball	Head Coach	Middle School	Girls	$ 1,210.00	50/50
SP166	Basketball	Assistant Coach	High School	Boys/Girls	$ 1,650.00	50/50
SP167	Basketball	Assistant Coach	Junior Varsity	Boys/Girls	$ 1,100.00	50/50
SP168	Basketball	Assistant Coach	Middle School	Boys/Girls	$ 770.00	50/50
SP169	Basketball-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP170	CDA for Pre-K Only				$ 440.00	
SP175	CDL for non-bus drivers who drive field trips				$ 55.00	
SP190	Cheerleaders	Head Coach	Varsity		$ 1,936.00	
SP191	Cheerleaders	Head Coach	Junior Varsity		$ 1,210.00	
SP192	Cheerleaders	Head Coach	Middle School		$ 968.00	
SP193	Competitive Cheerleading	Head Coach			$ 715.00	
SP194	Competitive Cheerleading ONLY-Coaching Experience 3+ years	See Bottom of page	See Bottom of page		$ 300.00	
SP200	Club Sponsor-Coaching Experience 3+ years	See Bottom of page	See Bottom of page		$ 300.00	
SP206	Cross Country-Coaching Experience 3+ years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP210	Cross Country	Head Coach	High School	Boys	$ 908.00	50/50
SP211	Cross Country	Head Coach	High School	Girls	$ 908.00	50/50
SP212	Cross Country	Middle School			$ 726.00	50/50
SP213	Crew Leader				$ 1,210.00	
SP215	Curriculum Facilitator				$ 787.00	
SP216	Curriculum Coach				$ 1,089.00	
SP217	DECA				$ 1,452.00	
SP220	Degree - 3 Year College for Instructional ESP				$ 990.00	
SP221	Degree - AA for Instructional ESP				$ 770.00	
SP222	Degree - Masters for Instructional**				$ 3,094.30	
SP223	Degree - Specialist for Instructional**				$ 3,907.20	
SP224	Degree - Doctor Degree for Instructional**				$ 4,657.40	
SP230	District ESP of the Year				$ 151.00	
SP231	District Teacher of the Year				$ 182.00	
SP235	Dual enrollment per semester per course >/= 10 students per class				$ 1,650.00	
SP239	ESE Supplement (with 5-14 IEP caseload, including SLPs)				$ 500.00	
SP240	Drama				$ 908.00	
SP242	ESE Supplement (with 15 IEP caseload or greater, including SLPs)				$ 1,100.00	
SP243	ESOL Coordinator (15 student minimum)				$ 847.00	
SP244	Esports Coordinator				$ 2,000.00	
SP245	Esports Coach - Varsity				$ 1,800.00	
SP246	Esports Coach - JV				$ 900.00	
SP250	FBLA				$ 1,452.00	
SP251	Gifted Supplement (with 20 EP caseload or greater, including SLPs)				$ 500.00	
SP260	Premier FFA Chapter		Middle, JR & SR		$ 2,783.00	
SP262	Quality FFA Chapter		Middle, JR & SR		$ 1,573.00	
SP270	FFEA/FTSA				$ 424.00	
SP280	FHA				$ 1,320.00	
SP281	FNS Managers	Differential Pay			$ 1,500.00	20 Pays
SP290	Football	Head Coach	Varsity		$ 3,982.00	40/40/20
SP291	Football	Assistant Coach	Varsity		$ 2,057.00	40/40/20
SP292	Football	Head Coach	Junior Varsity		$ 1,694.00	50/50
SP293	Football	Assistant Coach	Junior Varsity		$ 1,150.00	50/50

Number	Supplement	Description	Level	Student	Amount	Pay Schedule
SP294	Football	Head Coach	Middle School		$ 1,331.00	50/50
SP295	Football	Assistant Coach	Middle School		$ 847.00	50/50
SP296	Football-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP289	Flag Football	Head Coach	Middle, JR & High		$ 770.00	NEW
SP300	Golf	Coach	High School	Boys	$ 1,210.00	50/50
SP301	Golf	Coach	High School	Girls	$ 1,210.00	50/50
SP302	Golf	Coach	Middle School		$ 908.00	50/50
SP303	Golf-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP310	Health Team Coordinator				$ 605.00	
SP311	Head Custodian	Differential Pay			$ 1,500.00	24 Pays
SP320	Honor Societies				$ 545.00	
SP325	HOSA				$ 2,541.00	
SP326	HTM-Hospitality, Tourism & Cust Serv				$ 990.00	
SP330	Interscholastic Academics				$ 1,029.00	
SP340	ISS Aide				$ 605.00	
SP360	Junior Class Sponsor				$ 1,089.00	
SP361	JROTC				$ 1,100.00	
SP370	Interact Club				$ 660.00	
SP376	Longevity Supplement for Teachers currently on Step 18***				$ 3,327.00	Cannot combine with SP378
SP377	Longevity Supplement for Teaches currently on Step 19***				$ 3,321.00	Cannot combine with SP378
SP378	Longevity Supplement for teachers with 15+ years of continuous service****				$ 1,300.00	Cannot combine with SP376 or SP377
SP381	Lunchroom - Certification				$ 275.00	
SP390	Mechanic - Certification*****				$ 121.00	
SP400	Newspaper				$ 726.00	
SP405	Public Relations				$ 605.00	
SP410	Peer Teacher				$ 605.00	
~~SP411~~	~~^Reading Endorsement~~				~~$ 1,000.00~~	***^ Sunset 06/30/2026***
SP420	Safety Patrol				$ 605.00	
SP435	School ESP of the Year				$ 91.00	
SP436	School Teacher of the Year				$ 121.00	
SP440	Senior Class Sponsor				$ 1,089.00	
SP441	SkillsUSA-Trade				$ 1,452.00	
SP460	Softball	Head Coach	High School		$ 2,420.00	50/50
SP461	Softball	Head Coach	Junior Varsity		$ 1,210.00	50/50
SP462	Softball	Head Coach	Middle School		$ 1,089.00	50/50
SP463	Softball	Assistant Coach	High School		$ 1,650.00	50/50
SP464	Softball	Assistant Coach	Junior Varsity		$ 1,100.00	50/50
SP465	Softball	Assistant Coach	Middle School		$ 770.00	50/50
SP466	Softball-Coaching Experience 3+ Years				$ 300.00	50/50
SP470	Speech/Language	Lead Pathologist			$ 1,210.00	
SP483	Soccer-Varsity	Head Coach	High School		$ 2,000.00	
SP484	Soccer-Varsity Assistant	Assistant Coach	High School		$ 1,200.00	
SP485	Soccer-JV	Head Coach	Junior Varsity		$ 1,000.00	
SP486	Soccer- JV Assistant	Assistant Coach	Junior Varsity		$ 500.00	
SP487	Soccer-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	
SP490	Staffing Coordinator				$ 847.00	
SP500	Student Council		High School		$ 1,210.00	
SP501	Student Council		Middle School		$ 605.00	
SP502	State Competition	once per coach per year			$ 220.00	
SP520	Professional Development Contact (PDC)				$ 605.00	
SP530	Tennis - High School				$ 1,100.00	50/50
SP535	Testing Coordinator		Elementary School		$ 1,100.00	
SP536	Testing Coordinator		Middle School		$ 1,650.00	
SP537	Testing Coordinator		High School		$ 2,200.00	
SP540	Track	Head Coach	High School	Boys	$ 1,210.00	50/50
SP541	Track	Head Coach	High School	Girls	$ 1,210.00	50/50
SP542	Track	Head Coach	Middle School	Boys	$ 908.00	50/50
SP543	Track	Head Coach	Middle School	Girls	$ 908.00	50/50
SP544	Track-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP550	Trainer		High School		$ 550.00	
SP551	Trainer		Middle School		$ 440.00	
SP570	VICA				$ 847.00	
SP575	Levy Virtual Instruction				*See Below	
SP579	Beach Volleyball	Head Coach	Middle, JR & High		$ 1,089.00	NEW
SP580	Volleyball		High School		$ 2,178.00	50/50
SP581	Volleyball		Junior Varsity		$ 1,089.00	50/50
SP582	Volleyball		Middle School		$ 1,089.00	50/50
SP583	Volleyball-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP600	Weightlifting			Boys	$ 1,029.00	50/50
SP601	Weightlifting			Girls	$ 1,029.00	50/50
SP602	Weightlifting-Coaching Experience 3+ Years	See Bottom of page	See Bottom of page		$ 300.00	50/50
SP610	Wrestling				$ 1,029.00	50/50
SP620	Yearbook		High School		$ 1,089.00	
SP621	Yearbook		Elementary School Middle School		$ 726.00	
SP630	Youth Crime Watch				$ 550.00	
	SIP Project Coordinator******				$ 605.00	
	Parent Liaison******				$ 1,100.00	

*	Additional School Class	Approval of SP105, Additional School Class must be approved by the Superintendent.
**	Degree	Available to Teachers hired after 7/1/2011. Teachers on Grandfather schedule are eligible for any negotiated increases in this supplement.
***	Longevity Supplement for Teachers	Eligible for teachers who were hired on or before 07/01/2013 and on Step 17, 18 or 19 as of 07/01/2013. Amount increased by $1,300 as of 7/01/2021 - Only those who qualified for the supplement as of 07/01/2013 are eligible for the supplement and increase. Not eligible for SP378.
****	Longevity Supplement for teachers with 15+ years of continuous service	Eligible for teachers who were hired as of 12/31/2006 and have been continuously employed by the School Board of Levy County as of December 31, 2021 (sub hours not counted) - not eligible with Supplements SP376 & SP377
*****	Mechanic - Certification	ASE Certification in the following areas: Master Technician, Heavy Duty Trucks or School Buses - limit one per employee. Certificates other than ASE must have prior approval of the Director of Personnel to determine if the certificate provides a benefit to the Board.
******	Parent Liaison and SIP Project Coordinator	Payment must come from Grant Allocations (Title I, Title VI, SIG or 1908) and included in your grant plant. Individuals must be submitted for Board approval and will be paid on time cards not exceed the posted amounts.
*******	ESOL Endorsement (300 Hours Only)******	Supplement no longer available after 6/30/2020 for new or current teachers. Unless current teachers have earned or already receiving by 6/30/2020.
^	Reading Endorsement (SP411) - Change in 26/27SY	Supplement no longer available for new or current teachers who earn the endorsement after 6/30/2026. Current teachers who have earned or are already receiving by 6/30/2026 will keep the supplement.
*SP575	$50/per completion - MIS (Virtual TSA) will submit completions for payment	
SP220, 221, 381, 390 and 411	Names only need to be submitted for these supplements for new individuals qualifying for this supplement. If someone was receiving this supplement last year and they are in the same position, they will automatically receive this supplement.	

Coaching Experience Parameters:

1. Must have 3 consecutive coaching years with SBLC - Will qualify at the start of the 4th year.
2. Must be paid a supplement for qualifying sport for those 3 consecutive years.
3. Can earn one supplement per sport where above criteria is met (Baseball, Football, etc…)
4. Awarded on a per sport basis, cannot get multiple for same sport.
5. Must be a recognized sport by FHSAA to qualify.

SP200 **Club Sponsor Experience Parameters:**

1. Must be a club sponsor for 3 consecutive years with SBLC - Will qualify at the start of the 4th year.
2. Must be paid a supplement as a club sponsor for those 3 consecutive years to qualify.
3. One supplement per Club Sponsor who meets the above criteria (NOT per club).
4. Any club or Non-FHSAA sport would qualify.

Updated: 8/26/2025

Board Approved: 8/26/2025

SCHOOL BOARD OF LEVY COUNTY

CHRISTOPHER A. COWART
Superintendent

APPENDIX E

CAMERON ASBELL
District 1

PAIGE BROOKINS
District 2

ASHLEY CLEMENZI
District 3

TAMMYBOYLE
District 4

DEVIN WHITEHURST
District 5

480 Marshburn Dr.
Bronson, FL 32621

PHONE 352-486-5231
FAX 352-486-5237

An *Equal Opportunity Employer*

The School Board of Levy County does not discriminate on *the basis of race, color,* national origin, *gender, age, disability,* religion, *marital status or* genetic information in its *educational programs, services or activities, or* in its *hiring or*

STIPEND PAYMENTS
As of May 31, 2023

Stipend rates for in-service/training activities, as follows:

	Daily Rates
Instructional Personnel:	$150
Instructional In-County Consultant:	$205
ESP Personnel:	$100
ESP In-County Consultant:	$115

Please be reminded that individuals on ***"Temporary Duty Elsewhere"*** **do not qualify** for stipends as they are paid their regular rate of pay on a regular duty day. They may qualify for travel reimbursement for miles and for meals, "IF" the travel is out of county.

Stipends may be paid on a day or at a time when the employee is not scheduled to work. *Stipends* are subject to FICA taxes and may qualify for out-of-county travel reimbursement which may cover the cost of mileage and meals. Meals are not covered for in-county travel.

Stipends are used to pay in *in-service training,* but they are **not applicable** for *conference attendance.*

Additional hours, that are approved by the School Board, for instructional time spend with students, will be paid at the instructor's hourly rate of pay.

Please contact the Payroll Department if you have any questions.

Our mission is to *educate all students in a safe environment and* to *graduate them ready for college and career success.*

APPENDIX F

GRIEVANCE UNDER THE CONTRACT

(Members of the Bargaining Unit Only)

Name:_____ Work Site: _____

A. Specific contract provisions grieved: Article(s) _____

Section(s) _____

B. Statement of Grievance (include date(s), time, place, and events)

_____

_____

_____

_____

_____

C. Person(s) responsible for alleged violations:_____

D. Person(s) affected by alleged violations:_____

E. Relief sought: _____

Date: _____

Signature: _____

Signature Printed: _____

Informal discussions were held: Date(s): _____

Time(s): _____

Place:_____

Persons Present: _____

HEARING OF GRIEVANCE

Date:_____ Location: _____

Time: _____

Circle appropriate step of procedure: 1 2 3 4 5

Persons present:

_____

_____

DISPOSITION OF GRIEVANCE

_____

_____

_____

_____

Validation of Procedure:

(Signatures)_____

(Copy to Each Signee) _____

APPENDIX G

EDUCATIONAL FIELD TRIPS AND EXTRA-CURRICULAR TRIPS

1. The priority for selecting bus drivers for a field trip or extra-curricular trip shall be:

    A. Regularly employed certified bus drivers

    B. Any other employee of the Board who is certified as a bus driver

2. The selection list for eligible bus drivers shall be developed in the following manner:

    A. A list of drivers based upon seniority shall be developed for each school community.

    B. Drivers who desire to be considered for field trips or extra-curricular assignments shall complete a card indicating such desire by the fifth (5th) working day of the school year. New drivers hired during the school year have ten (10) working days to comply with this requirement.

    C. Driver lists shall be developed for the returned cards.

    D. If a driver is appointed for a trip and declines the appointment, that driver's name shall be placed at the end of the list.

    E. If a trip is canceled, the driver's name shall be placed at the top of the list.

    F. If no regular driver accepts the trip, the other priority category shall be contacted.

    G. In the transportation of student athletes, the driver may, if the principal requests, be a coach so long as the coach has certification as a bus

driver.

3. A regular driver must have prior approval from the Transportation Department when driving a field trip in lieu of their regular route.

4. The assignment of duties while on a trip shall be as follows:

   A. Teachers and/or administrators shall determine the scope of the trip, i.e., destination, departure and return times, and any subsidiary activities, general student supervision, assure the cleanliness of the bus throughout the trip and return of the bus in the same condition as when it departed.

   B. Bus drivers shall be in charge of the safe operation of the bus while it is in motion, shall oversee bus cleanliness, shall determine if the vehicle is safe for travel and secure the bus upon arrival at its destination, determine that the bus has sufficient fuel, and upon request, aid teachers and/or administrators in student supervision.

   C. A bus driver's driving day shall not exceed ten (10) hours of driving time. A bus driver's waiting/rest time during a single day trip shall not be inclusive in the fifteen (15) hour duty time and shall be paid at the waiting time rate. When assigned as a chaperone, the sponsoring group shall pay any fees incurred by the bus driver while acting as a chaperone. A bus driver's paid duty day, driving and rest time, on an overnight trip shall not exceed sixteen (16) hours. There shall be an eight (8) hour rest period between the end of one (1) duty day and the beginning of the next on an overnight trip.

5. The Board agrees to pay the licensing fee and the annual physical cost for maintaining the bus driver's license for a teacher who volunteers to drive a bus for an intra-curricular activity or a coach who drives the team for an extra-curricular activity.

6. When an outside school hours field trip is canceled and the driver is not notified prior to reporting to the pick-up site, the driver shall be paid the regular trip salary from prep time until notification of trip cancellation, not to exceed two (2) hours.

7. At least one (1) approved chaperone will ride each bus for the round trip in any extra-curricular or educational field trip. The driver shall not be considered the chaperone. When the driver is the sponsor, the need for another chaperone shall be at said driver/sponsor's discretion.

8. Bus drivers on field trips will be allowed, whenever possible, to drive the bus that is assigned to their route on the field trip. Drivers' time cards will begin fifteen (15) minutes before the scheduled departure, and will end fifteen (15) minutes after the actual unloading time of the bus. The prior 15 minutes is for pre-tripping the bus and the later 15 minutes is for sweeping at the end of the trip. Trip mileage, for the purpose of billing, will begin at loading and end at unloading.

9. Upon request, bus drivers may aid in the supervision of students, provided the driver's admission fees are paid by the sponsoring group. Bus drivers must be free from student supervision the 30 minutes immediately preceding the return trip, allowing the driver time to pre-trip the bus for the return trip.

10. If a field trip is canceled, the driver of the trip will be assigned other duties for four (4) hours and paid their regular daily rate for a full day field trip and assigned other

duties two (2) hours and paid one half (1/2) their regular daily rate for a half day field trip under the following conditions:

A. The driver is a regular employee;

B. A substitute was called to run the driver's regular route; and

C. The substitute could not be notified of the cancellation within 24 hours. The duties will be non-Food and Nutrition Services or custodial work and assigned by the Principal of the bus driver's base school.

APPENDIX H

School Board of Levy County Safe

Driver Plan

Revised: (April 11, 2017)

Introduction

School bus drivers are required to participate in the Districts safe driver plan as defined by Rule 6A-3.0160141, FAC. All employees that operate a school board owned/leased vehicle will participate in this plan to monitor safety, reduce damage, and the potential for lawsuits. The plan assures we do not hire or allow any person to transport students who does not have an acceptable driving record.

Plan

In order to qualify and remain employed by the School Board of Levy County, school bus drivers and employees that transport students must establish and maintain an overall driving record which exemplifies careful driving habits and meets the criteria prescribed by this plan. All employees that operate a School Board owned/leased vehicle must meet the criteria prescribed by this plan for operation of school board owned/leased vehicles. The Coordinator of transportation or Designee is responsible for monitoring all driving records, and all required employees will report the following to their Supervisor.

1. All accidents and violations in which they are involved as the driver of the School Board owned/leased vehicle.

2. Bus drivers and employees that transport students will report all accidents and violations in which they are cited or charged as the driver of vehicles not owned by the School Board.
3. All evidence of damage to assigned vehicle.
4. Suspension or revocation of driver license. No driver shall be allowed to drive a vehicle belonging to the School Board without proper license or when such a license is under suspension or revocation.

Failure to report as required above, or making a false or misleading report, may be grounds for termination of employment.

Drivers shall not be assigned points until court action is taken. The effective date of the points assigned shall be the first meeting following the date of the conviction.

This plan super cedes all preceding plans and is effective immediately upon ratification by employees in the bargaining unit and School Board of Levy County.

This plan will be applicable to all current bus drivers, prospective bus drivers, and all employees that operate a district owned/leased vehicle. No employee will be terminated based on his/her driving record prior to the original effective date of this plan.

Prospective employees (drivers) will not be hired if, according to this plan, they have:

- More than five (5) points in the last year.
- Ten (10) points in the last three (3) years.
- Convicted of a DWI, DUI, or DUBAL in the last seven (7) years.

If an employee is terminated due to excessive points, he/she may be considered for employment in a non-driving position.

Point System

The driving record of all School bus drivers and employees that transport students will be reviewed at least twice annually. Points shall be assessed by the committee as convictions occur according to the following schedules regardless of whether the DHSMV shows conviction, 0 points assigned, or adjudication withheld. A driver involved in a single accident or event and convicted for more than one violation will receive no less than the maximum points assigned to the highest violation category.

Point System A - will be used for bus drivers and employees that transport students.

Point System B - will be used for all employees that operate a School Board owned/leased vehicle.

DUI –	Driving Under the Influence
DWI –	Driving While Impaired
DUBAL –	Driving with Unlawful Blood Alcohol Level
DHSMV -	Department of Highway Safety and Motor Vehicles
Distracted Driving -	Answering or making phone calls, instant messages, text messages, e-mail, electronic communications, and GPS (including the use of Bluetooth devices).

Point System A

Bus Drivers and Employees that Transport Students

1. DUI, DWI, or DUBAL (Drugs or Alcohol)	Twelve (12) points or the number of points required for termination.
2. Distracted driving. (Confirmed by school bus camera)	Eleven (11) points for the first offense. Twelve (12) points or the number of points required for termination.
3. Reckless driving resulting in an accident with a citation issued.	Twelve (12) points or the number of points required for termination.
4. Reckless driving not resulting in an accident with a citation issued.	Four (4) points.
5. Fleeing or attempting to elude a police officer.	Twelve (12) points or the number of points required for termination.
6. Leaving the scene of an accident where there was an injury and/or property damage exceeding $500.00	Twelve (12) points or the number of points required for termination.
7. Leaving the scene of an accident with no injury or property damage less than $500.	Three (3) points.
8. Railroad crossing violation (crossing tracks without stopping) while driving a school bus.	Twelve (12) points or the number of points required for termination.
9. Passing a school bus while it is loading or unloading.	Twelve (12) points or the number of points required for termination.
10. Operating a school bus without a valid driver's license (revoked, suspended, etc.).	Twelve (12) points or the number of points required for termination.

Point System A

(Continued)

Bus Drivers and Employees that Transport Students

1. Speeding from one (1) to Fifteen (15) MPH over the posted speed limit.	Three (3) points.
2. Speeding in excess of fifteen (15) MPH over the posted speed limit.	Four (4) points.
3. Careless driving.	Three (3) points.
4. Failure to observe any traffic control device (i.e., stop sign, traffic lights, etc.).	Two (2) points.
5. Failure to observe any other established driving laws.	Zero (0) to five (5) points.
6. Improper railroad crossing procedures, student stop procedures, backing procedures, or driving maneuvers considered to be high risk.	Zero (0) to ten (10) points.
7. Any accident indicating evidence of driver negligence, results in injuries, or demonstrates unsafe driving practices may be charged in this category.	Zero (0) to ten (10) points. (A simple majority of committee members must agree on the number of points assessed.

Point System B

Employees that operate a School Board owned/leased vehicle.

1. DUI, DWI, or DUBAL (Drugs or alcohol)	Twelve (12) points or the number of points required for termination.
2. Reckless driving resulting in an accident with a citation issued.	Six (6) points.
3. Reckless driving not resulting in an accident with a citation issued.	Two (2) points.
4. Fleeing or attempting to elude a police officer.	Six (6) points.
5. Leaving the scene of an accident where there was an injury and/or property damage exceeding $500.00	Six (6) points.
6. Leaving the scene of an accident where there were no injury or property damage $500.00 or less.	One (1) point.
7. Passing a school bus while it is loading or unloading.	Twelve (12) points or the number of points required for loss of driving privilege.
8. Operating a district owned/leased Without a valid driver's license (revoked, suspended, etc.).	Six (6) points.

Point System B

(Continued)

Employees that operate a School Board owned/leased vehicle.

9. Speeding from one (1) to Fifteen (15) MPH over the posted speed limit.	One (1) point.
10. Speeding in excess of fifteen (15) MPH over the posted speed limit.	Two (2) points.
11. Careless driving.	One (1) point.
12. Failure to observe any traffic control device (i.e., stop sign, traffic lights, etc.).	One (1) point.
13. Failure to observe any other established driving laws.	Zero (0) to three (3) points.
14. Any accident indicating evidence of driver negligence, results in injuries, or demonstrates unsafe driving practices may be charged in this category.	Zero (0) to eight (8) points. (A simple majority of committee members must agree on the number of points assessed.

Actions resulting from assessment of Safe Driver Plan points

Point System A

Bus Drivers and Employees that Transport Students

One (1) to five (5) points in one (1) year.	Documented warning, including a Written reprimand.
Eight (8) points in one (1) year.	Three (3) day suspension without pay.
Twelve (12) points in one (1) year.	Termination. Career re-direction is a district option.
Sixteen (16) points in two (2) years.	Termination. Career re-direction is a district option.
Twenty (20) points in three (3) years.	Termination. Career re-direction is a district option.

If there are no infractions for which a bus driver and employees that transport students in a four (4) year period, all prior points will be removed from his/her record.

Actions resulting from assessment of

Safe Driver Plan points

Point System B

Employees that operate a School Board owned/leased vehicle.

One (1) to five (5) points in one (1) year.	Documented warning, including a Written reprimand.
Eight (8) points in one (1) year.	Three (3) day suspension without pay.
Twelve (12) points in one (1) year.	Ineligible to drive a School Board owned/leased vehicle. Career re-direction is a district option.
Sixteen (16) points in two (2) years.	Ineligible to drive a School Board owned/leased vehicle. Career re-direction is a district option.
Twenty (20) points in three (3) years.	Ineligible to drive a School Board owned/leased vehicle. Career re-direction is a district option.

If there are no infractions for which employees that operate a School Board owned/leased vehicle in a three (3) year period, all prior points will be removed from his/her record.

ADMINISTRATION

This plan will be administered by the Safe Driver Plan Committee. The committee will be organized and trained to perform the following duties:

1. To determine if an incident was preventable in accordance with the definition found in the National Safe Driver Award Rules and Guidelines. A preventable accident is "any occurrence involving an employer owned or leased vehicle which results in property damage regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to do everything reasonable to prevent it."
2. To make recommendations to the Transportation Coordinator concerning positive corrective action to be taken.
3. Review any convictions for driving violations.
4. Assess points in accordance with the attached schedule to this plan.

This plan will be administered by the Safe Driver Plan Committee, selected annually, consisting of the individuals in the following positions:

- Representative from the Human Resources Department
- Director of Transportation or Designee
- Coordinator of Transportation
- Three (3) drivers from the Transportation Department (one (1) driver to be selected by the Coordinator of Transportation and two (2) drivers to be selected by the Union)

The Coordinator of Transportation or designee shall establish a schedule for review of driver's records and shall provide to the chairperson a record of convictions in accordance with this plan. An employee has the right to appeal assessment of points/or administrative action relating thereto by requesting a hearing before the Safe Driver Plan Committee. The appeal shall be by letter to the Chairperson within ten (10) working days of receipt of notice of committee action and will state the employee's objection in detail. The Chairperson shall forward the appeal letter to the members of the Safe Driver Plan Committee for action. The employee shall have the right to appear in person before the committee. The employee appeals the recommendation of the Safe Driver Committee, no points will be assigned or disciplinary action taken during the appeal process.

Each employee shall be given a copy this plan and have all his/her questions answered. Each employee shall sign a form indicating that he/she had been given a copy of and read this plan.

This plan will be reviewed annually.

THE DISTRICT SCHOOL BOARD OF LEVY COUNTY SAFE

DRIVER PLAN

Print your full name:_____

I hereby acknowledge receipt of a copy of the Safe Driver Plan established by the School Board of Levy County in regard to accidents, driving violations, and district regulations.

I have read the Safe Driver Plan, it has been explained to me, and I do understand the contents of the text of the plan.

_____ _____

Date Signature

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