2022 – 2025

Collective Bargaining Contract

Leon County School Board

Leon Classroom Teachers Association
Florida Education Association

Building the Future Together

2022 – 2025

Collective BargainingContract

Leon County School Board

Leon Classroom Teachers Association

Florida Education Association

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PREAMBLE

This Contract, effective by and between the School Board of Leon County, Florida, hereinafter called the "Board," and the Leon Classroom Teachers Association, an affiliate of the Florida Education Association, hereinafter called "LCTA."

WITNESSETH:

WHEREAS, the Board and LCTA recognize and declare that providing a quality education for the students of the School District of Leon County, Florida, is their mutual aim, and

WHEREAS, we have adopted a collaborative way of work and we believe that teachers and administrators can work together with mutual respect and trust to make decisions and resolve problems, and

WHEREAS, the quality of education depends upon a number of factors, one of which includes the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist and advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board and the LCTA (as the exclusive representative of the employees) have negotiated a Contract in good faith with respect to salaries, hours, and terms and conditions of employment and now desire to execute this Contract covering such agreement, and

WHEREAS, the parties, following extended and deliberate negotiation, have reached certain understandings that they desire to confirm in this Contract and, in consideration of the following mutual covenants, it is hereby agreed as follows

Article I
RECOGNITION AND DEFINITIONS

1.01 The Board recognizes the Leon Classroom Teachers Association (LCTA) as the exclusive bargaining representative of the bargaining unit comprised of part-time and full-time Leon County School District employees in job classifications certified on April 21, 1975, Case No. 8H-RC-744-1037 by the Florida Public Employee Relations Commission or agreed to by the parties. A listing of these bargaining unit classifications as of the date of ratification of this Contract is contained in Appendix A.

1.02 Definitions

A. "Employee" or "bargaining unit member" means an individual employed in a classification included in the bargaining unit represented by the Leon Classroom Teachers Association and covered by this Contract (see Appendix A).

B. "Excluded employee" means an individual employed in a job classification not included in the bargaining unit represented by LCTA (see Appendix A).

C. "Days" means days in an employee's work year as defined in Article XXIII, unless specifically amended in context.

D. "LCTA" means the authorized representative(s) of the Leon Classroom Teachers Association.

E. "Board" means the School Board of Leon County, Florida, or its designees.

F. "Superintendent" means the Superintendent of the Leon County School District or his/her designee.

Article II
NEGOTIATIONS

2.01 When by mutual consent matters not specifically covered by this Contract, but of concern to the parties, are subject to negotiations during the period of this Contract, the parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering an attempt to resolve any such matters.

2.02 Consultations and Communications

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

1. The LCTA President and the Superintendent shall meet regularly to discuss matters of mutual interest.
2. The LCTA President and the Director of Labor and Employee Relations shall meet regularly to confer on matters related to the administration of this Contract.
3. Associate superintendents, assistant superintendents, and other appropriate members of the District's administrative leadership shall meet with the LCTA President as necessary to address issues related to the administration of this Contract or issues related to educational programs that may have an impact on the terms and conditions of employment of employees.

B. The Superintendent, Board, and the LCTA agree to coordinate, to the extent feasible, their support for legislation that improves the quality and funding of public education in Leon County and the State.

2.03 In any negotiations described in this Contract, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees in the bargaining unit voting on the Contract. Both parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and execute agreements.

2.04 The Board and the LCTA agree to maintain a philosophy of "collaborative" contract negotiations. These negotiations shall include the following:

A. The formation of a Joint Negotiations Team comprised of the appointed representatives of the Board and LCTA. The Joint Negotiations Team negotiation sessions shall include Board and LCTA representatives who serve as Chief Negotiators/Facilitators.

B. Open discussions of all issues brought forth by either party as subjects of negotiation.

C. Recommendations (that may be provided by committee and work teams representing the District and LCTA) for consideration by the entire Joint Negotiations Team to aid language development and problem solving.

D. Tentative agreement language to be presented for ratification will be the final work product of the Joint Negotiations Team. The Board and LCTA will each retain an original copy of the signed tentative agreement language.

The Board and LCTA recommend the participation of the Superintendent in all joint meetings and discussions.

2.05 All proposals and counterproposals introduced by either party with the intent to amend the Contract shall be reduced to writing.

2.06 Any cost incurred through mediation or fact-finding will be shared equally by the Board and the LCTA, except as provided otherwise by PERC order.

2.07 Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites; a limited number of copies shall be printed at the expense of the Board within 60 days after ratification for new employees and for administrative purposes. The Board shall furnish 100 copies to the LCTA for its use.

Article III

LEON CLASSROOM TEACHERS ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.01 Employee Rights and Responsibilities

A. Employees covered by this Contract retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and policies of the Board.

B. The private and personal life of an employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties or involves behavior that falls within the scope of Section 1012.795, F.S., or related administrative rules and policies.

C. With the approval of the site administrator or his/her designee, employees may leave the site when not engaged in performing assigned duties. Every effort shall be made to approve all reasonable requests.

D. When school is not in session, employees shall make arrangements with the site administrator to have access to the building.

E. An employee shall not solicit support of a candidate seeking an elective office during regular work hours, nor shall an employee who seeks an elective office engage in any campaign activities that will interfere with the performance of his/her assigned duties.

F. An employee shall maintain the right and responsibility to determine final grades and other evaluations of students within the grading policies of the District, based upon professional judgment using available criteria pertinent to any given subject area or activity for which the employee is responsible.

G. Individual employees will be provided notices of requests for information specifically about the employee from persons outside the District except for verification of employment, employment inquiry, salary, or other requests authorized by state or federal law.

H. Each employee who resides in the District and is employed at least half time, or who resides outside the District and is employed full time, shall have the opportunity to enroll his/her child/children in the school of choice, subject to the following conditions:

1. The student is eligible for admittance under the Board's Pupil Progression Plan.
2. Space is available at the student's grade level.
3. Transportation shall be provided by the student or parent.
4. An employee must request a student reassignment under this section by March 1 of the school year prior to that in which the reassignment would take effect. An employee newly hired, transferred, or reassigned by the District must request a student reassignment within ten (10) days of such employment action. A student reassignment granted under this section shall continue until the employee timely requests an assignment of his/her child/children to a different school.
5. Upon separation of the employee from employment with the Board, the student's school assignment will be handled in the manner prescribed in Change in Residence during School Year. Board Policy 5120—Assignment within District/Change in Residence during School Year.
6. The student shall be subject to the provision of Board 5120—Assignment within District/Co-Curricular.
7. The enrollment of the student of an employee who resides outside the District shall be subject to Board Policy 5120—Assignment within District/Nonresident Students.
8. In those instances when an employee has assigned duties beyond the regular teacher day, provisions must be made by the employee that would enable his/her child/children to leave the campus at the close of the regular student day.
9. In no instance will the child/children interfere with the performance of the employee's assigned duties.
10. With prior notification release time will be granted for employees to attend school ceremonies/performances/orientation/parent meetings for their own children and/or their legal dependents, up to two (2) hours provided that they have coverage consistent with site practices.

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

J. Daily Attendance Protocols

1. Instructional employees are not required to punch a time-clock or sign-in and sign-out at the beginning and end of their workday.
2. Sign-out and sign-in procedures are required should employees leave their worksite during the workday.
3. Administrators may require an employee to sign-in and sign-out if attendance issues are part of an employee's improvement plan.

3.02 Leon Classroom Teachers Association (LCTA) Rights and Responsibilities

A. Bulletin Boards. The Board shall provide space for bulletin boards for LCTA in all lounges, planning areas, teacher cafeterias, or other such areas as mutually agreed by the parties. LCTA shall have the right to post notices to employees of activities and matters of concern of the Association on the bulletin board located in an area mutually agreed upon by LCTA and the District or designee.

B. Communicating to Employees

1. LCTA shall have the right to use any intra-school communications system, mailbox information distribution system, bulletin boards, and the interschool mail and e-mail systems excluding District e-mail address lists or listservs for communications relevant to its status as collective bargaining agent. Exception: The LCTA president is authorized to use Listserv for communicating information pertinent to contract negotiations to all members of the bargaining unit. LCTA also may create listservs on District equipment for its use in communicating with employees so long as it is done on personal time rather than during the workday. These communication systems shall not be used to transmit or display materials the content of which relates to election campaigns for public office. In the event that the Board must collect postage for LCTA's use of the District interschool mail system, LCTA will be responsible for the payment of all such postage and will cooperatively work out procedures for such payment.
2. LCTA officials shall have the right to distribute information of concern to employees by way of the employee mailbox at that site. Such distribution shall be in compliance with procedures agreed to by the site administrator and the LCTA.
3. With prior notice to the site administrator, the LCTA building representative will be given an opportunity to make announcements during faculty meetings. Immediately upon adjournment of each faculty meeting, the LCTA building representative shall be given an opportunity to meet with the faculty members.

C. Information Provided to LCTA. Substitute
1. Reports Provided to LCTA. The District shall provide LCTA without charge by the fifth of each month electronic access to a list of employees including the following information: name, employee identification number, degree, pay level, annual salary, grade level or subject area, type of certificate held, worksite, work telephone number, and payroll deduction for union dues on an Excel spreadsheet.
2. LCTA Access to District Policies and Rules. LCTA shall have access to District policies and rules and Board agendas through the District website. LCTA shall be notified electronically of changes to such policies and rules when site administrators are notified of such changes and at least five (5) days prior to their implementation, if feasible. If the LCTA site representative is not provided access to the District website by the site administrator, the site administrator shall provide the site representative with one (1) copy of any District policy or rule requested by the site representative.
3. LCTA Data Requests. The District agrees to provide LCTA, upon request, with information regarding employees not included in the reports described in paragraph 1 above as well as other identifiable public records in the custody of the District. If such records and information are included in existing documents, a copy of the documents will be provided without charge. If the information requested must be specially compiled in order to respond to the request, LCTA will be provided with an estimated charge for such compilation prior to the District proceeding with the compilation. Materials reasonably related to the negotiations process shall be provided without charge.

D. Use of Facilities. LCTA shall be permitted use of site buildings, facilities, and equipment for meetings related to LCTA business provided details are arranged with the site administrator. A minimum rental charge may be assessed if, as a result of the meeting, the site incurs expenses for such use. Such charges shall be consistent with charges made to other organizations for such use.

E. Release of the LCTA President for LCTA Activities
1. The Board agrees to release the elected president of the Association from his/her regular duties to serve as LCTA president as a teacher on special assignment for the term of his/her presidency and to serve as fiscal agent for the payment of his/her salary, fringe benefits, summer pay, and fixed charges, provided the Association provides the Board 100 percent of any and all sums paid to or on behalf of the president. At the termination of the president's final term, s/he is entitled to return to his/her previous school site or may accept employment elsewhere at his/her discretion. The Association president shall not earn sick leave or annual leave, nor be covered by the District Workers' Compensation Insurance, during said term.

F. Temporary Duty for LCTA Activities
1. The Board shall grant employees temporary duty each fiscal year as described below to carry out LCTA activities:
    a. Legislative and Public Advocacy. A committee appointed by the LCTA president shall be allowed 240 hours during the Legislative Session or during committee meetings to lobby for educational concerns benefiting the District.
    b. Florida Education Association Delegate Assembly. The Board agrees to grant two (2) days of temporary duty to each elected delegate to attend the Annual Delegate Assembly of the Florida Education Association.
    c. Negotiations Committee. A list of members of the LCTA Negotiations Committee shall be provided to the Director of Labor and Employee Relations by April 1 of each year. Up to eight (8) members of such committee shall be provided temporary duty for negotiations that are scheduled during the school day.
    d. LCTA Representation on District Committees. LCTA representatives appointed to District committees under the provisions of Article XXVI shall be provided with temporary duty to attend the meetings of such committees scheduled during the school day.
2. The use of temporary leave as described in paragraph F1 above shall be subject to the following conditions:
    a. An employee shall ordinarily provide the site administrator with a leave request form for the temporary duty described above a minimum of forty-eight (48) hours prior to such duty;
    b. The site administrator shall approve such temporary duty unless s/he documents that the employee's absence would significantly impede the operation of the work unit;

c. No more than two (2) employees may be absent from any faculty on any day on such temporary duty;
d. No employee shall have a right to be granted more than ten (10) days of temporary duty for LCTA activities during the fiscal year, except that participation on the School Improvement Central Council (see Section 25.05) shall not count against the ten (10) days' limitation. LCTA shall be responsible for monitoring the amount of temporary duty taken for LCTA activities.
e. The Board shall not pay any expenses associated with the activities described in paragraph F1a, Legislative Committee, and paragraph F1b, FEA Delegate Assembly.
f. Employees on temporary duty for LCTA activities retain all rights and responsibilities as employees but are not to be considered representatives of the District for activities undertaken on behalf of LCTA.

G. Unpaid Leave for LCTA Activities. Each year of this Contract, representatives of the LCTA shall be granted up to a total of fifty (50) days of unpaid leave to conduct LCTA business provided the following conditions are met:
1. An employee shall ordinarily provide the site administrator with a leave request form for the unpaid leave a minimum of forty-eight (48) hours prior to such leave;
2. The site administrator shall approve the request for unpaid leave unless s/he documents that the employee's absence would significantly impede the operation of the work unit;
3. No more than two (2) employees may be absent from any faculty on any day on such unpaid leave;
4. No more than ten (10) employees may be absent on such unpaid leave on any day;
5. Except for the president of LCTA, no employee may be absent on unpaid leave for LCTA activities more than ten (10) days during the fiscal year; and
6. LCTA shall be responsible for monitoring the amount of unpaid leave taken for LCTA activities.

H. During the regular workday, authorized representatives of LCTA may visit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, or disrupt, normal site operations. No authorized representative shall use this privilege except to conduct LCTA business.

I. Exclusive LCTA Rights. The rights granted herein to LCTA shall not be granted or extended to any other organization claiming to, or attempting to, represent the members of the bargaining unit except as provided by law.

J. LCTA agrees to hold the Board harmless for any claims arising from the exercise of its rights as described in this section, including the cost of defending such claims.

K. In an effort to encourage collaboration at the worksite the LCTA chief building representative and the building principal may meet at the beginning of each semester to build understanding and share concerns.

Article IV
BOARD AND SUPERINTENDENT RIGHTS

4.01 The Board, on its own behalf and on behalf of the District, and the Superintendent hereby retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws, rules, regulations, and Constitutions of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

Article V
NO-STRIKE CLAUSE

5.01 The LCTA agrees it will not participate in or encourage members of the bargaining unit to strike against the Board for the duration of this Contract.

Article VI
GRIEVANCE PROCEDURE

6.01 Representation and Appearances

A. An employee shall choose at Step 1 and Step 2 whether to be represented by the LCTA or to represent him/herself. The LCTA shall not be required to process grievances for employees who are not members of the Association.
1. The LCTA shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by the LCTA.
2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Contract, and the LCTA shall be provided an opportunity to be present at any meeting called to discuss such a resolution.

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

C. When a grievant is represented by the LCTA, the LCTA grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant or the LCTA. The LCTA grievance representative shall provide the site administrator with a written request

for temporary duty at least two (2) days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the LCTA representative's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.

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

6.02 Definitions

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

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

C. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form (see Appendix C) and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.

6.03 Resort to Other Procedures

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

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

6.04 Informal Resolution. When an employee or the LCTA has a problem or complaint, an attempt should be made to resolve it through discussions with the employee's supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees or the LCTA as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in paragraph 6.05C below.

A. An employee shall choose at Step 1 and Step 2 whether to be represented by the LCTA or to represent him/herself. The LCTA shall not be required to process grievances for employees who are not members of the Association.

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

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

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

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

6.05 Formal Grievance Procedure

A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 6.01 above, a formal grievance may be filed under this section.

B. Time Limits

1. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
2. Upon failure of the Superintendent to provide a decision within the time limits provided in this article, the grievant or the LCTA, where appropriate, may proceed to the next step. Upon failure of the grievant or the LCTA, where appropriate, to file

at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.

3. Upon written agreement of the parties, any step in this procedure may be waived.
4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

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

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

E. Step III – Arbitration

1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.
2. Filing
    a. If the grievance has not been satisfactorily resolved at Step II, the LCTA may, within thirty (30) days following receipt of the Step II decision or following the date on which the Step II decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Superintendent or his/her designee on the form provided in Appendix C.
    b. A grievance filed at Step 3 on which no action has been taken by the LCTA for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
3. Disclosure of Information. Neither the Board nor the LCTA shall be permitted to assert in an arbitration proceeding any grounds or rely on any evidence which has not previously been disclosed to the other party.
4. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
5. Authority of the Arbitrator
    a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
    b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
    c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one (1) or more of the grounds stated in Section 682.13, Florida Statutes.
    d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than twenty (20) days prior to the date the grievance was initially filed.
6. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Board and LCTA. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript. The requesting party shall, at its expense, provide a photocopy of the transcript to the other party within five (5) workdays after receiving a copy of the transcript from the reporter.

F. Processing

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

6.06 Precedent. No complaint informally resolved, or grievance resolved at either Steps 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board and LCTA.

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

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

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

Article VII
PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

7.01 Employee Workday and Workweek

A. Employee Workday - Standard and Extended.

1. Standard Workday. The beginning and ending time of the employee workday may be varied to meet individual school needs. The standard workday for employees shall be seven (7) consecutive hours and thirty (30) minutes.
2. Extended Workday. The School Board may adopt a written plan for an extended workday consisting of no more than eight (8) hours and thirty (30) minutes at one (1) or more instructional sites. This plan shall include the educational purpose to be achieved by the extension of the workday. LCTA shall be provided with the proposed plan as soon as practicable. Implementation of the plan shall not occur prior to a discussion with LCTA about the impacts on teacher's working conditions, wages and terms of employment. Employees at a school where such extended workday is to be implemented shall be provided with written notice that the District plans to implement an extended workday at their school. Employees' pay shall be increased proportionally at their hourly rate consistent with the extended workday (see Section 21.03). A permanent employee assigned to a school that is to have an extended workday who desires to transfer to a school on a standard workday shall be provided with such an opportunity.
3. The workday shall include:
   a. Lunch Period. Employees shall have a duty-free lunch period equal to the student lunch period in that building. For employees who volunteer to serve lunch duty a duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to provide the equal duty-free time immediately before or immediately after the lunch duties. On planning days the lunch period shall be one (1) hour.
   b. Planning/Preparation Period
      (1) All elementary school employees in the District shall have at least five (5) hours per week during the workday for the purpose of planning. Every effort will be made to ensure that at least 4 out of 5 planning periods will be reserved for individual planning time weekly. Site administrators shall make reasonable efforts, consistent with staffing and program needs, to maximize and protect teacher planning time and to provide such employees with at least forty (40) consecutive minutes of duty-free planning time during the workday; a minimum of thirty (30) consecutive minutes of duty-free planning time shall be provided. Site administrators shall provide employees at the same school with equal planning time to the extent possible consistent with program and staffing needs. Activities such as team or department planning related to the delivery of instruction are appropriate activities to be carried out during planning time and are not to be considered "duty". Planning for secondary teachers is covered in Section 8.02.
      (2) Elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as planning/preparation/conference periods except for those unusual circumstances when a teacher is assigned to supervise students during such time. Teachers who are assigned supervision during special area shall receive compensatory time.
      (3) When an employee does not receive his/her regular planning time as a result of a site administrator directing the employee to substitute for another employee's assigned classroom duties or to be involved in an activity that is not related to the delivery of instruction, the employee shall receive compensatory time in accordance with Section 7.04 or the loss of planning time shall otherwise be provided for by the site administrator. Directing teachers to substitute for another employee's classroom duties shall be used only on an emergency basis; substituting for another employee's assigned classroom shall be done on a rotational basis when possible. Record of such substitutions shall be documented and maintained at the site level.
   c. Teaching Periods and Time for Other Duties. All duty time shall be considered contact time and shall not be part of the employee's planning/preparation period.

B. Employee Workweek. The workweek shall not exceed five (5) consecutive working days, Monday through Friday, in a seven (7) day week, and includes those professional duties as prescribed in Section 7.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the site administrator. The total amount of time in the employee's workweek shall consist of the number of minutes in the employee's scheduled workday times five (5) days.

7.02 Employee Assignments

A. General

1. All professional duties shall be assigned to employees in a fair and equitable manner.
2. When an employee received prior permission to miss an assigned duty, the site administrator shall take no punitive action related to employee discipline or employee evaluation ratings.
3. The site administrator will provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events, District events, or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties and shall not preclude the site administrator from scheduling additional duties or activities as the need arises.
4. Employees whose assignments require travel between two (2) or more locations in the District are authorized to be reimbursed for the mileage associated with such travel under the provisions of Board Policy 6550—Travel and Per Diem, and Administrative Procedure 6550—Travel Guidelines. Travel to and from an employee's home shall not be reimbursed.
5. Employees will not be required or assigned to collect or transport money for programs outside of their area responsibility.

B. Assignments within the Workday

1. Employee activity/duty assignments within the workday shall be determined by the site administrator, in cooperation with the Shared Decision-Making Council if such exists at the school.
2. Employees shall at all times during the school year have input into developing their teaching schedules.
3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Teachers will be given the opportunity to indicate their preference of grade level, teaching assignment, and schedule.
4. Assignments at the beginning of the school year shall be made in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. All other assignments shall be made in writing two (2) weeks in advance of the scheduled duty. Assignments may be made later than these dates due to unforeseen circumstances.
5. Assignments may be revised as needed.

C. Assignments beyond the Employee's Workday and Workweek

1. No employee shall be required to stay beyond their scheduled workday or to participate in activities outside their scheduled workweek without being assigned a specific professional duty. Professional duties may include school and district-level assignments such as job-related meetings, committees, conferences, PTA/PTO meetings, and supervisory assignments.
2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty.
3. Extracurricular Activities. Employee participation in extracurricular activities after the workday for which compensation is not provided shall be strictly voluntary. The site administrator shall take no punitive action related to employee discipline or employee evaluation ratings. The failure to volunteer in extracurricular activities will not impact employee evaluations or reappointment decisions.

D. Compensated Assignments Beyond the Standard Work Schedule (Workday, Workweek, or Work Year)

1. Assignments in addition to the employee's work schedule during or beyond the school year for which compensation is provided including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the employee, with the following exceptions:
    a. An employee may be appointed to an extended work year under the provisions of Section 23.01.
    b. An employee may be appointed to an extended workday under the provisions of Section 7.01A2.
    c. The District also may require employees to perform additional compensated assignments beyond the work year under the following conditions: (a) Such assignments are incident to implementation of, or compliance with, state or federal mandates; (b) The assignments do not extend beyond five (5) days; and (c) Written notice is provided to employees no fewer than twenty (20) days prior to the final instructional day of the employee work year. LCTA shall be notified of such proposed assignments at least thirty (30) days prior to the final instructional day of the work year and shall be provided the opportunity to review such proposed assignment with the principal, Division Director, and Director of Labor Relations to ensure compliance with these conditions. Additionally, an employee may be exempted from participating in such assignments upon submitting a timely request for such exemption.

E. Leon County Schools Virtual Schools Program

1. The Leon County Virtual Schools Program (LCSVSP) Calendar Year will be August through the following July. The Daily Program Work Schedule will be August through the following May after regular teaching day (4-8pm daily).
2. Teachers working with LCSVSP during summer school will work June – July 11 am to 3 pm, Monday thru Thursday.
3. Teachers working with LCSVSP must hold a valid Florida teaching certificate in the field appropriate to the class being taught. Preference will be given to current Leon County School District teachers with experience, training, and/or demonstrated ability in instruction in virtual programs.
4. Program Staffing and Special Employment Conditions
    a. General Employment Conditions.
        (1) Employee Selection. Employees will be selected by, and serve at the pleasure of, the Leon County Schools Virtual Schools Program. Employees will be appointed in a "supplement" status.

(2) Employee Attendance. Regular, consistent attendance is a condition of employment in this program. An employee who must be absent due to illness or an emergency shall notify the Leon County Schools Virtual Schools Program Coordinator as soon as possible.

b. Special Employment Conditions

(1) Position Responsibilities

(i) Teachers will be assigned a "Virtual Class" or "Virtual Classes".

(ii) The District will provide the use of a computer capable of maintaining a high-speed internet connection for their entire virtual class.

(iii) Teachers must be "virtually" available each school day from 4-8 p.m. During summer hours the time may be modified by the teacher, but must be four (4) hours a day.

(iv) Teachers must have access to a phone for calling/responding to students during the teacher's scheduled time.

(v) Teachers will use the tracking and monitoring system integrated into the student's assigned virtual course. The system provides for continual monitoring of the student's progress and their scheduled benchmarked progress status.

(vi) Teachers will be responsible for all virtual school required recordkeeping and reporting.

(2) Compensation

Leon County Virtual School Teachers will be paid a supplement in the amount of five thousand dollars ($5,000.00) for a year-long virtual course or two thousand five hundred dollars ($2,500.00) for a one (1) semester virtual course.

(3) Training

Teachers are required to attend a training session not to exceed ten (10) hours. Compensation will be provided for such training at the rate of twenty dollars ($20.00) per hour.

(4) Worksites

Classes will be held virtually. Teachers may work from home. Students will attend class online.

F. Lively Technical College

1. Employees who are hired at Lively Technical College understand that they may work a non-traditional schedule based on scheduled programs to include nighttime and/or weekend hours. Instructors understand that they may be asked to work instructional hours not consistent with traditional K-12 scheduled hours. Planning time may be altered and offered to instructors after students scheduled hours or all hours on a singular day. Lively Instructors whose program extends beyond the 196-day teacher contract will be paid hourly for student contact time plus planning time as offered in the traditional schedule.
2. Employee Workweek
   a. Instructors at Lively Technical College may work Saturdays and/or evening hours depending on course offerings. Instructors who work days outside the traditional calendar will receive hourly compensation to include student contact time and planning time.
3. Assignments within the workday
   a. Instructors at Lively Technical College will be required to teach the multiple courses within their program. Courses are delineated in the program-specific career and technical education frameworks as outlined by the Florida Department of Education and published annually online.

7.03 In-Service Activities

A. In-service activities are designed to improve the professional growth of all employees. In-service attendance shall be voluntary unless it is:
   - Mandated by the District, State government, or Federal government;
   - Required by the site administrator to meet a need for professional growth as documented in the Deliberate Practice Plan, the School Improvement Plan, or in other appropriate documents; or
   - Mandated as a condition of employment.

B. When funding is available through grants and special entitlements for employee training, employees shall be paid $20 per hour stipend for attending mandated in-service training beyond the contractual teaching day. The District shall provide required in-service training through the Training and Education Center at no cost to the employee.

C. In-service funds shall be placed in each cost center's budget to support individual employee training requests and other school-based in-service.

D. No more than two (2) half days of District-wide in-service, as authorized by the Superintendent, shall be held on designated planning days.

7.04 Compensatory Time. Compensatory time shall be granted when the following provisions are met:

A. Earning of Compensatory Time

1. Compensatory time shall be earned only for duties assigned specifically in advance by the site administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.

3. The nature of employee assignments beyond the scheduled workday, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the Shared Decision-Making Council if such exists at the school, consistent with the provisions of this Contract. Assignments may be revised as needed.
4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, parent-teacher organization meetings and activities, and school open houses.

B. Use of Compensatory Time
1. Previously earned compensatory time may only be used with the prior approval of the site administrator on planning days, including pre-and post-planning nonstudent days, at the end of the regular school day after student hours for purposes such as voting or to provide an employee the ability to leave the site on the day immediately preceding an employee holiday, or at such other times when an employee is not assigned student instruction or supervision. An employee may also request the use of personal leave for such purposes under the provisions of Section 16.09.
2. All unused compensatory time will lapse at the end of the annual employee contract year or upon the resignation of the employee.
3. No monetary reimbursement shall be awarded for compensatory time.

C. Within the first thirty (30) days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section. Such plan shall be developed in cooperation with the Shared Decision-Making Council if such exists at the site and a copy of the plan shall be forwarded to the District's supervisors.

7.05 Meetings

A. Faculty Meetings
1. Faculty meetings shall be limited to one (1) per month scheduled in advance; however, the Shared Decision-Making Council, if such exists at the site, may call additional meetings. Additional meetings also may be called at the discretion of the site administrator to meet the critical needs of the school or District. In order to minimize the need for additional faculty meetings, the site administrator shall make efficient use of electronic communication to timely disseminate information as well as items requiring employee action.
2. A 72-hour notice shall be provided for any required faculty meeting which extends beyond the standard or extended workday by more than one-half (1/2) hour, but any required meeting for which the 72-hour notice has not been provided may be extended beyond the additional one-half (1/2) hour by majority vote of the employees in attendance. Employees who are unable to accommodate a meeting extension beyond one-half (1/2) hour for which the 72-hour notice has not been provided shall be excused.
3. A site administrator may require attendance at such meetings up to these limits.

B. District Meetings. No required District-level meeting may extend more than two and one-half (2½) hours beyond the student day.

7.06 Rules and Policies

A. Employees shall comply with rules and policies adopted by the Board or the Superintendent and perform all professional duties assigned by their immediate administrative supervisor, subject to the provisions of Section 7.08D.

B. Rules or policies adopted, prescribed, or formulated by the Board or Superintendent shall be made available to employees through the District website. Employees shall be notified by the site administrator or immediate supervisor of school policies and access to such policies shall be made available to employees in a central location.

7.07 School Facilities

A. A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.

B. Telephone facilities will be available to employees in each school and facility for school and/or personal use. When an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the site administrator will make efforts to ensure the privacy of the call.

C. The Board agrees to make a lounge available for employees in each school.

D. The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.

E. The District shall provide regular maintenance and inspection of classrooms and other learning areas of each school or site to maintain such facilities in a clean condition and in compliance with applicable safety and health laws, rules, and regulations.

F. Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, or construction workers. Disruptions through the intercommunication system and other disturbances shall be kept to a minimum.

G. When making an assignment for vacant, constantly assigned work areas, priority consideration shall first be given to an employee who has worked at the site for one (1) or more years without having constantly assigned space. This assignment shall not have a negative impact on specific programs.

H. Employees shall be given all keys or other access devices necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys and their operation of security systems in keeping with the procedures as outlined in policy or regulation.

I. Employees may request that the site administrator issue keys and other access devices prior to the official pre-planning week of each school year to prepare their classrooms for the start of school.

7.08 Health and Safety

A. The District shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.

B. The site administrator shall make his/her building and grounds as safe as possible and shall be responsible for enforcing all state statutes and rules adopted by the Board. An employee whose physical safety is threatened, either orally or in writing, shall report the occurrence in writing to the site administrator or his/her supervisor within twenty-four (24) hours. The site administrator or supervisor shall take appropriate action.

C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facility to their site administrator on appropriate forms as provided. The site administrator will promptly investigate and attempt to have corrected conditions that s/he determines to be hazardous or potentially dangerous. The site administrator shall reply to the concern in writing if the employee's concern is communicated in writing. LCTA may schedule a meeting with site and District representatives under the provisions of Section 2.02 if significant safety and health issues at a site have not been addressed to the satisfaction of employees within a reasonable time after being reported in writing to the site administrator.

D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.

E. Employees shall not be required to search students but shall promptly report suspicious circumstances to the site administrator for prompt investigation and appropriate response.

7.09 Classroom Observations. Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the site administrator and the employee has either consented or been informed at least forty-eight (48) hours in advance excluding weekends and holidays. Such observations shall be no longer than one (1) hour in length. Upon request, a building administrator or designee may be present in the employee's classroom during the entire observation period.

7.10 Employees will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.

7.11 Supervisory duties for employees who serve two (2) or more schools shall be prorated to the fractional equivalent of employment in each school.

7.12 Teachers shall have two (2) weeks to enter grades and shall make every reasonable effort to timely enter their grades in FOCUS. Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. Every effort will be made to ensure that no more than 1.5 hours of non-individual planning shall be permitted between marking periods. The last two (2) weeks of the final grading period of the year shall be excluded from the above provisions.

7.13 A student's IEP/504 Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of an inclusion model, provided that the implementation is consistent with the student's IEP/504 Accommodation Plan. It shall be the joint responsibility of the school site and the District to determine and provide for the training needs of employees assigned to teach in an inclusion model. Employees who have medically fragile students in their classroom should have appropriately trained personnel accessible at all times. Site administrators should make a reasonable effort to allow employees who prefer working in the inclusive environment to have the first opportunity for the assignment. Site administrators shall keep class size in an inclusion model as small as possible consistent with staffing and program needs.

7.14 Site administrators shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs and/or 504 Plans. These accommodations may include securing a substitute to enable the employee to prepare these documents during the workday. All ESE Case Managers, Teachers of the Gifted, 504 School Contacts, and ESE/504 Services Providers who are responsible for authoring IEPs, 504 Plans or EPs will be provided one (1) paid working "administrative" day each nine (9) weeks that school is in session to work on student plans, billing, and other necessary and related tasks. During this time, these teachers shall not be pulled for other duties such as supervision, class coverage, or testing administration unless in the case of an emergency. These "administrative days" cannot fall on a teacher planning day. This work must be completed at the school site and cannot be used in place of leave or to offset other hours worked. Each impacted teacher will submit a request to their on-site administrator at least ten (10) days prior to utilizing an administrative day.

7.15 Whenever possible, IEP/504 Plan/MTSS/PST meetings shall not be scheduled during a student contact time.

7.16 Pre-Planning and Post-Planning. Pre-planning shall ordinarily commence five (5) working days prior to the return of students to facilitate classroom preparation and planning for instruction and evaluation. Site administrators shall maximize employee time during pre-planning for the purpose of individual and team preparation and planning. Although it may be appropriate to use some portion of pre-planning or post-planning to accommodate a school's program needs or District, State, and Federal mandates the amount of pre-planning time taken for non-individual, team, department, district, grade-level planning shall not exceed 12 total hours of the pre-planning week. The school may also choose to extend these periods with pay under the provisions in Section 23.01 or, when appropriate, to compensate employees for staff training and development under Sections 7.03B or 21.06.

7.17 Professional Courtesy

A. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory communications, verbal or nonverbal, shall be made by any employee to any employee, especially in the presence of other District employees, students, parents or other visitors. Critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.

B. No employee shall receive adverse comments from the site administrator, especially in the presence of students or faculty members regarding performance evaluation. All comments regarding an employee's professional performance shall be communicated directly to the employee.

Article VIII
CLASS SIZE - CLASS LOAD

8.01 Class size shall not be used as a punitive measure against an employee. Within a given site, the administration shall provide equitable teaching loads to employees teaching identical courses, consistent with considerations of scheduling, curriculum, teacher concerns and preferences, student needs and preferences, and physical space constraints.

8.02 Any high school or middle school employee whose assignment consists primarily of student instruction shall have an instructional supervisory load during the student day that does not exceed five (5) hours and fifteen (15) minutes of pupil-teacher contact time and that includes a preparation/conference period. Teachers assigned primarily to traditional instruction shall have no more than three (3) different course preparations; those assigned to use other instructional delivery models such as computerized instruction may have more than three (3) course preparations depending upon the delivery model and what is entailed as a "preparation" under that model. Other high school and middle school employees whose assignments do not consist primarily of instruction (such as guidance counselors and media specialists) shall be provided the opportunity in their normal workday to schedule time in which interaction with students and parents is limited to facilitate planning and preparation. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where such assignments constitute the majority of the employee's assigned duties. Individual employees may agree in writing to instructional supervisory loads that differ from those above.

8.03 Elementary art, music, and P.E. employees shall not be required to teach more than eight (8) instructional periods per day. In addition, reasonable travel time shall be included in the scheduling of instructional periods which shall not be considered as planning time.

8.04 All elementary instructional employees shall have no more than twenty-five (25) clock hours of pupil-contact teaching assignments per week, not including individual student conferences that may be scheduled by the employee on relief periods, with the exception of the schools that are on an extended day schedule.

8.05 When an employee believes that class size is a problem in their class, or has a concern regarding the number of course preparations (see Section 8.02 above), the employee and the administrator shall meet about the concern and explore alternative solutions. If the concerns of the employee are not addressed to his/her satisfaction, the employee may request in writing a meeting with the site administrator and a district-level administrator; the employee may also request that an LCTA representative be present at the meeting. The meeting shall be scheduled within five (5) days of the written request. The site administrator will forward the decision to the employee within five (5) days of the meeting.

Article IX
CURRICULUM AND INSTRUCTION

9.01 For each school in the District; the Board shall provide funding for approved material. The determination of material to be purchased shall be made by the district and/or site administrator after consultation with the faculty. The Board agrees to continue to improve and make reference and other materials in the District office media center available to employees. A list with such materials shall be available in each school.

9.02 There shall be a functioning staffed media center in each school to supplement and complement the required curriculum.

9.03 The Board agrees to make word processing and reproduction capabilities to aid employees in their preparation of instructional materials available in each school.

9.04 In schools where duplicating services are provided for duplication of instructional materials, such services shall be provided on a first-come, first-served basis.

9.05 A student having academic or behavioral challenges may be recommended to the intervention team.

9.06 Employees will be provided with supplies, textbooks, and teaching materials to teach the courses assigned. Employees shall not be required to purchase supplies, textbooks, materials, or equipment from their personal funds.

9.07 Audio-visual equipment shall be available in each school for classroom use.

9.08 Providing that the Legislature appropriates the necessary funding, the Board agrees to participate in a Teacher Education Center. The Teacher Education Center Council shall be responsible for all pre-service and in-service as prescribed by law.

9.09 Members of the TEC Council shall be granted release time if their responsibilities to the Council require them to attend meetings of the Council during the day, but only one (1) such day of release time may occur on a student attendance day during any given school year. Additional days may be approved by the building administrator.

TEC representatives shall be elected by the faculty at their site. The TEC chair at the District level shall rotate among the elementary, middle, high, and other sites. Should there be a lack of interest at any level for their rotation year, the rotation would move to the next level.

Article X
EMPLOYEE AUTHORITY AND PROTECTION

10.01 Corrective Action Plan for Discipline

A. No employee shall be corrected for discipline including reprimand, suspension with or without pay, demotion, or discharge without just cause.

B. Where a request for LCTA representation is made, corrective action for discipline shall be delayed for up to twenty-four (24) hours to allow employees to attain such representation.

C. The correction action for the discipline plan anticipates that actions for a first offense will begin at the lowest level most appropriate to the behavior:

- Verbal warning
- Counseling memorandum
- Letter of reprimand
- Suspension without pay

And proceeding to higher, more intrusive discipline, should the desired behavior not be achieved. Corrective action at the lowest level for a first offense is not always appropriate when the severity of the misconduct demonstrates that discipline should begin at a higher threshold. In the event an investigation must take place to determine if corrective action is needed, an employee may be placed on administrative leave with pay to determine the merits of a corrective action or discipline. Both the District and the Association understand that there are violations of conduct where strict adherence to corrective action would be a breach of the District's duty. For the purpose of this process, a verbal warning is not considered part of the disciplinary procedure.

D. If corrective action for discipline in the form of a written reprimand, suspension without pay, or discharge is to be taken against an employee, the site administrator or designee shall give the employee three (3) business days to provide written or oral information addressing the proposed action. A meeting with the site administrator or designee to review the information on which the corrective action is to be based, will then be scheduled.

E. Corrective action for discipline administered by the District for a written reprimand and above shall be subject to the grievance process. If a grievance decision is rendered against the employee, the employee shall have an opportunity to respond in writing to any record that appears in the personnel file.

F. An employee summoned to the office of a principal or appropriate site administrator, or designated district-level administrator for an investigatory conference (initiation of questioning) or meeting which may lead to disciplinary action or discipline, shall be advised that they have the right to Union representation. Employees, upon the request of the Union, may have access to representation during interviews with DCF. For matters unrelated to a safety or time-sensitive matter, which must be immediately addressed to mitigate further harm, if a Union representative is not available for the initially scheduled conference/meeting, the conference/meeting shall be rescheduled within twenty-four (24) work days unless there are extraordinary conditions when Union representation is available. The rescheduling shall, in no circumstances, result in an unreasonable delay. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the LCTA is present.

G. The administrator/supervisor shall refrain from advising employees regarding Union participation and the necessity of representation for other groups, including but not limited to, DCF and Law Enforcement.

H. Employees are entitled to a fair and thorough investigation by the District of their administrator/supervisor prior to receiving progressive discipline.

10.02 Personnel Files

A. Derogatory materials relating to work performance or other matters that may be cause for discipline that are to be placed in an employee's District or school site personnel file are to be provided to the employee by personal delivery or mail, return receipt requested. The employee may respond in writing to the derogatory material, which response shall be attached to the material in the file(s).

B. Employees may review and copy the materials in their school site or District personnel file under conditions necessary to provide for its integrity and safekeeping. The employee may be charged the authorized District charge for copying such materials.

10.03 If in the lawful performance of his/her prescribed duties an employee is:

A. Complained against, or sued, as a result of any action taken by him/her, the Board agrees to exercise its right to defend that employee to the extent permitted by law, and time for appearances before a judicial body shall result in no loss of wages or reduction in accumulated leave;

B. Injured, the employee shall be considered eligible for leave and benefits as provided in Section 16.12.

10.04 Reimbursement for Damaged Personal Property. The District, through its Risk Management Office, will repay or reimburse employees the current value of any clothing or other personal property damaged or destroyed in the course of the legal performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. This repair and reimbursement

provision does not apply to clothing or personal property that is not reasonably related and appropriate to an employee's assignment such as expensive jewelry (other than wedding and engagement rings), expensive watches, electronic devices such as cell phones, high-fashioned clothing, etc. In case of employee negligence, the Board will not be responsible for reimbursement or replacement of an employee's personal property. Claims for reimbursement must be filed with the Risk Management Office within three (3) days of the time of the incident; forms for this purpose are available through that office.

10.05 Classroom Discipline and Control. The District agrees to give support and assistance to employees with respect to control and discipline in the classroom. The District additionally agrees to provide a written statement governing the use of punishment of students to all employees not later than the first week of each school year. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employee in accordance with state law.

A. Instructional personnel may undertake actions detailed in section 1003.32 Florida Statue, in accordance with District policy and any school-specific behavior management guidelines:

B. Student discipline shall be addressed by site administrators within a reasonable timeframe.

C. Referrals shall not be written under another bargaining unit employee's name and will not be modified without notation or deleted without notification.

10.06 Zero Tolerance

A. The District is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts.

B. Each site administrator will emphasize Board policies and procedures relevant to State and Federal Juvenile Justice and zero tolerance requirements with all employees at the beginning of each school year.

10.07 Assaults on Employees – Reporting Crimes of Violence

A. Any case of assault on an employee shall be promptly reported to the site administrator or his/her designated representative. The Board agrees to provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling the incident with law enforcement and judicial authority.

B. An employee who knows or has reason to suspect that a person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of Section 1006.13, F.S. The Superintendent and each site administrator shall fully support good-faith reporting in accordance with this provision. Any person who makes a report required by law in good faith shall be immune from civil or criminal liability for making the report.

10.08 Removal of Students from the Classroom

A. An administrator or a designated person shall be in the building at all times when students are present to handle discipline problems and emergencies.

B. Consistent with Section 1003.32, F.S., Board Policies 5500—Student Conduct/Discipline; 5540—The Schools and Investigations Involving Students; 5610.01—Emergency Removal of Students; and Administrative Procedures 5500—Juvenile Justice Information; and 5610—Student5 Discipline, an employee may:

1. Send a student to the site administrator's office to maintain effective discipline in the classroom. The site administrator shall respond by employing appropriate discipline-management techniques consistent with the student code of conduct under Section 1006.07, F.S.
2. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.
3. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or District personnel.
4. Remove a student from class (see paragraph 5 below for provisions relevant to ESE students) whose behavior the employee determines is so unruly, disruptive, uncontrollable, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. If an employee has such a student removed from class, the site administrator may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program as provided by Section 1003.53, F.S., or the site administrator may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The site administrator may not return the student to that employee's class without the employee's consent unless the committee, established under Section 1003.32, F.S. (see provisions stated below), determines that such placement is the best or only available alternative. The employee and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.
    a. The provisions of Section 1003.32(6), F.S., providing for a Placement Review Committee are as follows: Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership must include at least the following:
        - Two (2) teachers, one (1) selected by the school's faculty and one (1) selected by the teacher who removed the student; and

- One (1) member from the school's staff who is selected by the principal.

The teacher who withheld consent to readmitting the student may not serve on the committee.

b. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Superintendent.

5. Have an ESE student removed from class for behavior that is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate upon compliance with the provisions of Board Policy 5500—Student Conduct/Discipline/Discipline Procedures for Students with Disabilities, and State Board Rule 6A-6.0331 addressing ESE students.

C. An employee who removes twenty-five (25) percent or more of his/her total class enrollment shall be required to complete professional development to improve classroom management skills.

10.09 The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning the students. These records shall contain infractions with dates and action taken. (Reference Board Policy 7.08 and Administrative Procedures D-2a, 2b, 2c, and D-15.)

Article XI
REDUCTION IN PERSONNEL

11.01 In the event that the Board determines that the number of positions must be reduced, written notice shall be provided to LCTA. For the purpose of this article, the nonrenewal of an annual contract employee at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall control the process.

A. Layoffs

1. The Board shall determine the program areas, subject areas in secondary schools, positions in elementary schools, or other positions in which the reduction shall take place.
2. Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of layoff of employees within the affected positions shall be as follows: The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.
3. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:
   a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
   b. Employees having the least amount of service in the Leon County School District; however, District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
   c. Employees with the lowest level of educational degree.
   d. Employees with the least amount of service outside the District.

B. Recalls

1. Recall rights shall exist until the end of the school year after that in which the layoff took place or in the case of annual contract employees, until the end of their term of employment.
2. The Board shall determine the positions in which recall will be made and the number of teachers to be recalled.
3. Teachers shall be recalled in the inverse order of layoff.

11.02 Recall Rights. For the period until the end of the school year after that in which the layoff took place, no new employees shall be hired in a laid-off employee's subject area, grade level, or program area until all certified laid-off employees from that subject area, grade level, or program area have been recalled or have declined or failed to accept recall. For the period until the end of the school year after that in which the layoff took place, no new employees will be hired in a subject area, grade level, or program area before employees who are laid off from other subject areas, grade level, or program area who are qualified and who possess the necessary certification have been offered the position and have declined or failed to accept the position.

11.03 Notification of Recall

A. Employees who have been laid off and who are subsequently offered recall shall notify the District Personnel Office whether they accept the offer of recall as follows:

- For offers of recall postmarked July 31 or before, the employee shall notify the District within fifteen (15) calendar days of the receipt of the certified letter of recall; and
- For offers of recall postmarked August 1 or after, the employee shall notify the District within ten (10) calendar days of the receipt of the certified letter of recall.

B. Each employee shall notify the District personnel office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the employee at said address by certified mail, return receipt requested. If no address shall be recorded, the letter shall be mailed to the employee at the last address on file in the District personnel office.

11.04 Leave of Absence. In the event of layoff pursuant to this article, a leave of absence without pay shall automatically be granted to all professional service and continuing contract employees until the end of the school year after which the layoff took place or in the case of annual contract employees, until the end of their term of employment. In reporting such leave for unemployment purposes, the District shall properly characterize the leave as incident to a layoff rather than one requested by the employee.

These leaves of absence shall not prohibit the employee from seeking and accepting gainful employment elsewhere and the employee shall not be terminated for that reason, except on written request from the employee provided s/he initiates his/her retirement papers effective the end of that school year.

Article XII
EMPLOYMENT PRACTICES

12.01 Marital status, race, creed, religion, sex, color, age, national origin, disability, sexual orientation, or status as a veteran will not be made a condition of employment except as might be required by applicable law.

12.02 The Board or Superintendent may require a medical examination by a physician licensed in Florida and selected by the Board and Superintendent when in their judgment such an examination is relevant to an employee's teaching performance or employment status. All costs incurred in the examination shall be paid by the Board and shall not reflect a loss in pay. A reasonable effort shall be made to select a physician acceptable to the employee. The employee shall provide the District with a medical release authorizing the physician to provide the District with medical reports regarding the results of the examination.

12.03 Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day shall be made with preference to certified school district personnel within the scope of their major or minor fields of study and their areas of greatest competence.

12.04 Every legal effort will be made to maintain the minority composition of the faculty to reflect the minority composition of the student population in the district.

12.05 Both the Board and the LCTA recognize the importance of staffing the District with employees' representative of the community, applicant pool, and student population. To that end, the Board has adopted an Affirmative Action Plan which monitors the hiring process.

12.06 The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

12.07 When a certified teacher cannot be obtained, a substitute may be employed.

12.08 Employees hired for summer school will be issued a contract for that employment no later than seven (7) calendar days after the beginning of the session.

12.09 Where there is a vacancy of up to one (1) school year in duration because of approved leave, including those vacancies of uncertain duration, the Board may designate such a position as a temporary position. Employees in such positions will receive all benefits stated in this Contract for the duration of employment. A temporary position shall not be considered as a staff position under Article XI of the Contract.

12.10 Substitutes who work in the same teaching position for twenty (20) consecutive school days shall be placed at the appropriate step of the regular employee salary schedule and will receive all benefits stated in this Contract for the duration of employment.

12.11 Break in service. Employees who, in a school year, have earned that year of service with an effective or highly effective evaluation; who are not reappointed for the next school year; and are then rehired in the subsequent school year prior to November 1st, shall be considered as having no break in service. Employees who are rehired without a break of service in accordance with this provision shall not be reassessed the fingerprinting fee if the District can legally forgo imposing such fee by screening the existing fingerprints of such employee rather than resubmitting the employee's fingerprints.

ARTICLE XIII
EMPLOYEE EVALUATION

13.01 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration and that the evaluation process is designed to improve the quality of service performed by the employees and is not designed to be used as a punitive measure. The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-employed and experienced personnel. The parties agree that the following guidelines should be used to accomplish these goals with employees. The following contract language will be subject to re-openers and review each year from its full implementation upon request by either party.

A. In compliance with the mandates of Florida Statute regarding evaluation of instructional personnel performance, evaluations shall be based on a combination of the overall status score (observable) and the value added (student achievement) to create a summative score. Each teacher will receive an overall rating of Highly Effective, Effective, Needs Improvement (referred to as Developing in the case of teachers in their first three (3) years of employment), or Unsatisfactory based upon his/her summative score.

Forms and procedures for evaluation shall be as set forth in the Leon Educator Assessment and Development System (LEADS) which shall be used for all observations and evaluations. LEADS shall be available on-line at the District Website.

B. General Rules

1. When a teacher's data source is other than state assessments for the specific students taught by the teacher in the tested subject area, the teacher's score will be associated to the teacher's actual students' test results to their evaluation to the greatest extent possible.

C. A teacher shall be placed in one (1) of the five (5) basic Categories for the purpose of Evaluation based on the following:

1. Category 1 A: Teachers who are in their first (1st) year of teaching.
2. Category I: Teachers who are in their second (2nd) or third (3rd) year of teaching or new to the District.
3. Category II: Teachers who are in their fourth (4th) to ninth (9th) year of teaching.
4. Category III: Teachers who are in at least their tenth (10th) year of teaching.
5. Category IV: Teachers who have been determined to be less than effective in the classroom either through observable behaviors that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's value added model. These teachers are identified as "Instructional Practice Support" teachers in LEADS.

D. Observations of a teacher's performance shall be made in accordance with the following procedural provisions:

1. During preplanning, or at commencement of employment, all employees will be provided a copy of or directions for obtaining access to a copy of the LEADS document posted on the LSC website which contains the evaluation criteria and the form(s) to be used. An explanation and discussion of the evaluation process shall accompany this distribution. All new hires to the District shall be provided training on the evaluation system as part of the district's new employee orientation.
2. There shall be two (2) types of observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the procedures as outlined in the LEADS manual.
3. The number and length of formal and informal observations shall be determined by LEADS. Formal classroom observations shall occur after the Pre-Observation Conference followed by the Classroom Observation after having identified the weeks within which the observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. Where an administrator observes during an informal observation that the employee's performance needs to improve, the employee shall be notified of the observed behavior, instructed on how to improve, and documented using the LEADS platform and/or other LCS procedures.
4. All observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee.
5. Any observation resulting in a rating of Developing, Beginning, or Not Using shall result in specific written feedback from the observer on the observation system for the purpose of developing instructional practices.
6. The administrator and the employee shall schedule a Post Observation Conference to discuss the administrator's observations as soon as practicable after the observation and within ten (10) days if problems or difficulties are noted.
7. Pursuant to the requirements detailed in LEADS, the administrator shall conduct a summary evaluation conference with each employee at least once a year. This annual conference shall take place at any time during the school year other than during the post school planning period.
8. Pursuant to the requirements detailed in LEADS, at the conclusion of the evaluation process the administrator shall assign an overall performance score (summative score) in the LEADS platform. The employee's electronic acknowledgement shall indicate only that the employee has read the summary evaluation and does not necessarily indicate agreement with the content. The employee may access and download a summary evaluation which shall also be kept electronically.
9. Summary Evaluation Results shall determine an overall teacher rating of highly effective, effective, needs improvement (or developing within the first three (3) years of employment) or unsatisfactory.
10. Pursuant to LEADS, the overall teacher ratings shall be used to inform employee individual professional development.
11. The parties acknowledge that LEADS, developed collaboratively by the District and LCTA and approved by the Leon County School Board, will be implemented each school year.
12. Unless required by Florida Statute modifications to LEADS shall not be made without majority approval by the Teacher Evaluation Review Committee. LCTA and the District tentatively agree to support the ratification of TERC LEADS modifications before the members of the LCTA bargaining Unit and the Leon County School Board.
13. The procedural provisions of LEADS are subject to the grievance procedure.

E. The Teacher Evaluation Review Committee (TERC) shall participate in the annual formal review of LEADS to determine compliance of the District in implementing the teacher evaluation process with fidelity. The review will focus on the aspects of the system that support improvements in instruction and student learning.

F. In the event that a teacher is concerned that his or her Instructional Practice score was inaccurate, the teacher will present their concern to the site administrator. If a resolution cannot be found, the parties agree that a five (5) member Evaluation Review Panel consisting of five (5) TERC members two (2) chosen by the LCTA and three (3) representing the District will review the teacher's concern. Should the panel sustain the teacher's concern, a third-party observer will be assigned by the District to conduct the teacher's Instructional Practice observation(s).

G. Employees in the certified bargaining unit shall not evaluate other employees of the unit.

H. Administering Testing:

1. Employees shall not be required to administer standardized tests unless properly trained.

2. Training shall occur during the workday or else employees shall be compensated at their hourly rate of pay. Compensation for training outside the work day shall also be paid for online training.
3. Leon County Schools will work in collaboration with LCTA to review how teachers are assigned coverage during standardized testing to minimize the loss of instructional time.

13.02 Annual Contracts.

A. The Leon County School District's Human Resource Department shall make every effort to assist Annual Contract teachers who were not renewed in finding placement at an alternate District worksite, if they meet the following conditions:
   1. Have received an overall rating of Highly Effective or Effective for the previous year;
   2. Have no pending employment discipline corrective action issues; and
   3. Have met all the statutory requirements for rehire

   This section is not subject to Article VI, Grievance Procedures.

B. Annual contract renewal decisions will be made no later than four (4) weeks prior to the end of the school year.

C. Annual Contract teachers who are renewed under the language above are not guaranteed placement at their previous worksite as District staffing needs may vary.

D. Paragraphs #1 and #2 above are subject to Article XI Reduction in Personnel.

Article XIV
VACANCIES AND TRANSFERS

14.01 Notice of all bargaining unit vacancies for positions expected to continue for at least (8) eight consecutive weeks must be publicly posted online for a minimum of five (5) administrative workdays to allow for receiving applications (four [4] workdays when the District Office is working an extended workday, Monday-Thursday schedule during the summer). The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis while this procedure is being followed. Appointments made for the first semester need not be advertised as vacancies.

14.02 Teacher Transfer Process

A. Sites will complete the reappointment process and notify teachers that will not be reappointed for the following school year no later than two (2) weeks prior to the last contracted workday. The process will continue until two (2) weeks past the contracted day.

B. Sites will post all vacancies, using LCS ATS applicant system, for at least five (5) business days during the Teacher Transfer process.

C. Site administrators must grant an offer of an interview, at a time and place of the administrator's determination, to current LCS teachers and teachers who were non-reappointed in the 21/22 school year meeting the following criteria:
   1. The teacher must have officially applied for the specific vacancy using the LCS ATS applicant system.
   2. The teacher must meet the minimum requirements of the position as posted in the advertisement.
   3. The teacher must have been continuously employed with the district for three (3) consecutive years (the teacher must have worked a minimum of 742.5 hours to qualify in each year).
   4. The teacher must have been rated as Effective or Highly Effective for the previous school year.
   5. The teacher must have no history of disciplinary action for the previous school year.

14.03 General. No assignment of new employees to a specific position in the District shall be made until current employee applicants for such position have been considered. Employee applicants interviewed but not hired for advertised positions shall be provided written notification within twenty (20) days of filling the position.

A. Current employees will be given priority consideration in the filling of new positions or vacancies. A new position will not normally be filled with someone from outside the district until all current employees, who are appropriately certified, have had an opportunity to apply for the position.

Employees who have effective or highly effective performance evaluations may be considered for vacant bargaining unit positions. Additional criteria to be used in such consideration shall include:

- Certification;
- Prior performance; and
- Length of service in the District.

14.04 When a reduction in the number of employees in a school is necessary, the site administrator, in consultation with the Superintendent or designee, shall identify the program areas, subject areas in secondary schools, positions in elementary schools, or other positions in which the reduction shall take place. All volunteers from the identified areas or positions shall first be transferred provided they possess the necessary qualifications for available vacancies and the site administrators of both schools concur. The remaining involuntary transfers from the identified areas or positions will be made based on length of service in the district; however, District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose. Those with the least amount of District service will be transferred first provided they possess the necessary qualifications for available vacancies and such transfer is consistent with the program needs of both schools. Written notice of transfer will be given to the employees concerned as soon as is practicable.

14.05 The provisions of this article shall not be construed in such a way as to prohibit the Board from transferring employees when it determines it is in the best interest of the school system. When the District determines that such a transfer is necessary, the site administrator and/or a designee of the Superintendent shall meet with the employee to discuss the transfer.

14.06 Any employee who transfers to an administrative or supervisory position and who later returns to employment within the unit shall be entitled to retain such rights already accrued under this contract and shall receive experience credit on the salary schedule for each year of administrative experience. Administrative experience shall be interpreted to include Board membership.

14.07 Summer Programs. When the District offers summer programs, teachers that meet program requirements, may be eligible to participate in summer employment. Employees assigned to a school that will operate summer school programs will be notified of anticipated teaching positions at that school prior to filling those positions.

Article XV
UNPAID LEAVES

15.01 Unpaid Leaves of More than Ten (10) Days

A. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to annual contract employees.

B. Application for such leave must be made to the principal/site administrator ordinarily at least forty (40) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments.

C. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception: An employee who wishes to serve in public office may request an exception to the two-year unpaid leave limitation in accordance with the provisions of this section.

D. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include but not be limited to Peace Corps, religious reasons, Vista, teacher-exchange programs, and work with other government agencies.

E. An employee granted a leave under this section shall notify the Superintendent, through his/her principal/site administrator, in writing of his/her intent to return or to seek additional leave as follows for leaves granted for:

- The Fall semester, during the period from October 15 through November 15;
- The Spring semester or one (1) school year, during the period from -February 15 through March 15; or
- Periods other than a semester or school year, during the period from twenty (20) to forty (40) days prior to the end of the leave. Failure of the employee to so notify the District, absent verifiable documentation of unusual and compelling circumstances, will be considered as abandonment of position and the employee shall be considered to have resigned from his/her position with the District.

F. An employee granted leave under this section shall not receive any portion of his/her supplement pay accrued during their leave.

15.02 Unpaid Leaves of Ten (10) Days or Less. Unpaid leaves of ten (10) days or less may be granted to an employee by the employee's site administrator in compelling circumstances including but not limited to serious personal or family illness, critical child or elder care needs, or professional opportunities that are likely to benefit the District and the employee, and provided that a qualified replacement is available when necessary. An employee must submit a written request for such unpaid leave to the site administrator, ordinarily at least ten days prior to the beginning of such leave.

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

A. An employee shall be entitled upon written request to a leave to begin at any time between the commencement of a pregnancy or one (1) month prior to the expected date of an adopted child's placement in the employee's home and one (1) year after a child is born or after an adopted child is placed in an employee's home, provided that a qualified replacement is available. The employee shall submit the written request to the Superintendent, through the immediate supervisor, a minimum of thirty (30) days prior to the commencement of such leave, except in the case of emergency, and also indicate the date of its termination. Such leave may be extended for up to one (1) additional year under the provisions of Section 15.01. Upon return, the employee shall be returned to his/her former position or to a substantially similar position.

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

15.04 Continuation of Benefits

A. An employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided that the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

B. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs provided the employee pays the full cost of such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.

15.05 Family and Medical Leave

A. Eligibility. Employees who have been employed by the District for a minimum of twelve (12) months and who have worked at least 775 hours or sixty (60) percent of the hours in the employee's annual appointment, whichever is greater, during the preceding twelve (12) months of employment, are eligible to request unpaid family and medical leave.

B. Request for Family and Medical Leave. Employees requesting such unpaid leave for serious personal or family illness are entitled to continued Board contributions to insurance programs for up to twelve (12) weeks. Employees wishing to receive this benefit must identify their leave request as Family and Medical Leave and submit a completed "Certification of Physician" form with their family and medical leave request.

C. Limitations on Taking Family and Medical Leave near the End of an Academic Term.

1. Leave Beginning More Than Five (5) Weeks Before the End of the Term. The District may require an employee who begins family and medical leave more than five (5) weeks before the end of an academic term to continue taking leave until the end of the term if the:
   - Leave will last at least three (3) weeks, and
   - Employee would return to work during the three (3) week period before the end of the term.
2. Leave Beginning Within the Last Five (5) Weeks of the Academic Term. The District may require an employee who begins family and medical leave during the five-week period before the end of an academic term to continue taking leave until the end of the term if the:
   - Leave will last more than two (2) weeks,
   - Employee would return to work during the two-week period before the end of the term, and
   - Leave is not for the employee's own serious health condition.
3. Leave Beginning Within the Last Three (3) Weeks of the Academic Term. The District may require an employee who begins family and medical leave during the three (3) week period before the end of an academic term to continue taking leave until the end of the term if the leave:
   - Will last more than five (5) working days, and
   - Is not for the employee's own serious health condition.

D. Return to Work After Family and Medical Leave. Employees who do not return to work with the District after a period of family and medical leave may be required to repay the Board contributions to insurance programs made during their unpaid leave.

E. Military Caregiver and Qualifying Exigency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in Board Policy 3430.01—FMLA Leave, and Administrative Procedure 3430—Leaves of Absence Procedures/B. Military Caregiver Leave. Note: this leave entitlement is for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

15.06 Employees shall ordinarily use all accrued paid leave prior to requesting unpaid leave unless an employee has been authorized in writing to take unpaid leave of more than ten (10) days under Section 15.01 above or to take unpaid leave of ten (10) days or less under Section 15.02 above.

15.07 Unauthorized Leave

A. An employee is deemed to be on unauthorized leave when the employee is absent from required duties without having obtained the necessary approval for such absence under the provisions for appropriate leave as provided in this Contract or in other District leave policies and procedures.

B. Unauthorized leave may result in District personnel action including but not limited to use of the discipline or evaluation process. Unauthorized leave may also constitute an abandonment of position under the provisions of Section 16.22.

Article XVI
PAID LEAVES

Sick Leave

16.01 District Sick Leave Credit and Accrual

A. Each regular full-time employee, as defined in paragraph D below, shall be credited with four (4) days of sick leave as of the first day of employment of each current year and, thereafter, credited with one (1) additional day of sick leave at the end of each full calendar month of employment up to an annual total of one (1) day of sick leave for each month of employment.

B. An eligible employee, as defined in paragraph D below who is employed on or before the 15th day of the month will be credited with a day of sick leave at the end of the month. An employee who terminates on or before the 15th day of the month will not be credited with a day of sick leave for that month.

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

D. A regular employee must work at least fifty (50) percent of the hours required for full-time employment in order to accrue or use sick leave.

E. There is no limit to the number of sick leave days an employee may accrue.

16.02 Employees may be credited with sick leave earned while employed by a State of Florida agency, a Florida public university, or a Florida district school board, provided at least one-half (1/2) of the leave is established while employed by the Leon County School District. Sick leave may only be transferred to the Leon District if a written request for such transfer is submitted to the District within one hundred twenty (120) calendar days of a person's initial employment with the District or within one hundred twenty (120) calendar days of such sick leave becoming available for transfer. New employees shall be provided written notification of this deadline.

Upon hire, LCSD employees shall receive written notification of the above deadlines that govern transferring sick leave. LCSD shall also inform new hires of the above deadlines at new employee orientations.

Benefits Department will confirm that it has received all necessary materials to make its determination within ten (10) working days of receipt from the affected employee.

16.03 Employees must have earned the sick leave to be credited under the provisions of Section 16.01 in an instructional capacity.

16.04 A person who resigns and returns to active employment will be able to pick up accrued days earned in previous employment with the Board and carry the accrued days forward, provided the person has not been paid for these days or has had the days transferred to another agency.

16.05 Payment for Accumulated Sick Leave

A. At and after the normal retirement date or at the time of disability retirement, an employee, or his/her beneficiary if service is terminated by death, will receive terminal pay for accumulated sick leave pursuant to the following during:

- The first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
- The next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
- The next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
- The next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- And after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

For the purpose of this section, the phrase "normal retirement date" shall mean retirement as defined in Sections 121.021(29) or 238.07(2)(e)1 and (f), F.S. (2000).

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

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

D. An employee who begins participation in DROP, but elects to cancel DROP shall, within six (6) months of the DROP cancellation, be required to repay the Board all sick leave pay previously received as part of DROP. Repayment of such sick leave will be deducted from the individual's six (6) salary payments immediately following notification of termination of DROP. Repaid sick leave time will be returned to the account of the employee as if there had been no DROP participation.

E. Employees whose DROP is extended as provided in Section 121.091(13), F.S., shall be paid accumulated sick leave as provided above for the first sixty (60) months of DROP. Leave accrued during the extended DROP shall be paid at the end of each annual DROP extension.

16.06 Requesting and Granting of Sick Leave

A. Except in the case of unexpected illness where the employee must be absent prior to receiving such approval, an employee's request for sick leave shall be submitted to the principal/site administrator or designee at least two (2) days prior to the proposed beginning date of the leave and approved prior to the leave being taken. When prior approval cannot be obtained due to unexpected illness,

the employee shall notify the principal/site administrator or designee of his/her absence as soon as possible but not later than one (1) hour and thirty (30) minutes prior to the beginning of the employee's workday except where unusual and compelling circumstances warrant a shorter period of notice. The employee shall submit the required leave form, to be provided by the site administrator or designee, within three (3) days following the employee's return from such leave (or sooner if necessitated by a payroll deadline).

B. The site administrator or designee is responsible for securing all substitutes for an employee. Substitutes shall be expected to perform all duties normally performed by the employee who is absent.

C. If the period of absence due to illness exceeds ten (10) days, the employee shall, upon request, submit completed leave request forms provided by the principal/site administrator as soon as possible and prior to his/her return to work and, upon request, shall also submit a written statement from the employee's medical provider as described in Section 16.07 below.

D. Sick leave shall be granted for illness of self or any immediate member of the family. Immediate members of the family shall be interpreted to include: spouse, grandparents, parents, sisters, brothers, children and grandchildren of both the employee and the spouse of the employee, and any dependent who resides with the employee's household. Sick leave shall also be granted for illness connected to or resulting from pregnancy and for death or serious illness of any member of the larger family group.

16.07 Medical Information. An employee may be required to be certified by a physician that the employee is capable of safely performing the duties required by the employee's position. An employee may also be required to provide information from his/her medical provider regarding the employee's medical condition and other medical information relevant to the District's staffing needs and its obligations under District leave policies and state and federal laws governing workplace accommodations for physical or mental impairments or disabilities. Such information may also be requested in conjunction with the verification described in Section 16.21 below and absence due to illness under Section 16.06C above.

16.08 Sick Leave Transfer. An employee may transfer their earned sick leave to a spouse, sister, brother, parent, child or any designated person employed by the District under the provisions of~~.~~ Board Policy 3430.03—Sick Leave (c) (3) (4) and related procedures.

16.09 Personal and Emergency Leave. An employee may use up to six (6) days a year of accrued sick leave for personal reasons. No more than three (3) days of such personal charged to sick leave may be used consecutively; however, the site administrator may approve more than three (3) days in unusual and compelling personal circumstances. A request for personal leave need not be granted when fifteen (15) percent or more of the total number of employees in a cost center or similar unit (but no less than one (1) employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the personal leave is requested. In applying this provision, leave requests that have already been approved shall ordinarily take priority over those submitted at a later date. Site administrators are encouraged to provide incentives to employees at their sites to manage their absences and thereby moderate the use of monies made available to compensate substitutes (for example, using any unused sub monies at the end of the fiscal year in a manner that benefits the employees at the site.)

16.10 When using up to three (3) days of sick leave for personal reasons, the employee shall file the leave request with his/her supervisor two (2) days before the leave is to begin. When requesting the use of more than three (3) consecutive days of such leave under the provisions of Section 16.09, the employee shall file the leave request at least five (5) days before the leave is to begin.

16.11 Sick leave for emergency shall be limited to two (2) days per year and is applicable only in bona fide emergency situations where the employee could not foresee the need to be absent at least twenty-four (24) hours in advance. Such leave shall be counted against the six (6) days personal charged to sick leave described in Section 16.09 unless the employee has exhausted such personal leave at the time of the emergency, in which case it shall be charged directly to sick leave.

16.12 Workers' Compensation - Leave and Benefits

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

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

C. If an employee is unable to resume duties at the end of a fifteen (15) day (or ninety (90) day) period of injury-in-line-of-duty leave, such leave shall also be used for that portion of the employee's contracted employment period compensated from Workers' Compensation indemnity benefits. The employee may also, while in this status, use any accrued leave to supplement Workers' Compensation indemnity benefits to remain in pay status as it existed prior to the injury. Under no circumstances shall an employee be entitled to receive combined benefits from the District and Workers' Compensation exceeding one hundred (100) percent of the

employee's average weekly salary. The employee also shall not accumulate leave on that portion of salary received through the provisions of Workers' Compensation.

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

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

16.13 Leave for Contracting Communicable Disease at the Worksite

A. An employee who is unable to perform his/her assigned duties because s/he has contracted a communicable disease that is substantially likely to have been contracted at his/her worksite shall be authorized to receive up to three (3) days of leave per fiscal year for such illness.

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

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

C. Leave provided under this section is not cumulative.

16.14 Bereavement Leave

A. All full-time employees who have completed a six-month (6) probationary period in their appointed position shall, upon a request submitted in accordance with the provisions of Section 11.22, be credited with three (3) days bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparents, grandchild, or in-law or step-relative counterparts.

B. Employees will be credited with the three (3) days paid bereavement leave on a fiscal year basis. Bereavement leave is not cumulative. An employee may use up to three (3) days of other leave they may have accrued (sick or personal) for one or more subsequent deaths in their immediate family if they have already exhausted their three (3) or five (5) days bereavement leave as permitted in 16.14C during a year. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay). Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request form. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member, unless the employee documents a legitimate reason to extend this period.

C. If the destination of the funeral is two hundred and fifty (250) miles away an additional 2 days may be added for Bereavement Leave, allowing a total of five (5) days.

16.15 Military Leave

A. Leave for Military Duty. Regular full-time employees who are members of the reserve in the United States Armed Forces or members of the National Guard or Naval Service shall receive remuneration up to a maximum of seventeen (17) days during absence from their regular work assignment during any work year if ordered by the Armed Services or National Guard to report for temporary duty. A copy of the employee's orders to report must accompany the request for leave under this section. At the sole discretion of the Board, employees who are called to active military service may be granted thirteen (13) additional paid leave days to a maximum of thirty (30) days paid military leave during any work year. For the purpose of administering military leave, a work year shall be defined as beginning October 1 and ending September 30 of the following year.

B. Military Caregiver and Qualifying Exigency Leave. An employee who is a caregiver of a of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in Board Policy 3430.01—FMLA Leave, and Administrative Procedure 3430—Leaves of Absence/B. Military Caregiver Leave. Note: this leave entitlement is for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

16.16 Jury Duty and Subpoena as a Witness An employee shall be granted full pay and benefits for appearance in court under the following circumstances:

A. A full-time or regular part-time employee, summoned for jury duty or subpoenaed as a witness in a case not involving personal litigation, shall be granted temporary duty leave with pay and any witness fees shall be retained by the employee. Any employee dismissed from jury duty or excused from the stand prior to 11:00 a.m. shall not be required to return to work that day.

B. Employees of the school system shall be placed on temporary duty, without loss of pay, when subpoenaed by a court, as a result of incidents occurring which are related to their employment with the Board.

C. Any employee, who has in his/her custody, official records of the school system, and is subpoenaed by a court to produce such records, shall also be granted temporary duty without loss of pay.

D. An employee subpoenaed in line of duty as a witness on behalf of the Board shall be given temporary duty leave with pay, and any witness fees shall be retained by the employee.

E. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation shall be granted vacation leave for this purpose, upon request. Employees who have accrued personal leave shall be granted such leave, upon request.

16.17 Temporary Duty. Temporary duty assignments are short-term absences approved by the immediate supervisor away from an employee's normal work location on a professional school-related activity. These activities include such things as field trips, representing Leon County Schools at a multidistrict meeting, or assisting other school districts in evaluations or plant surveys. During nonstudent contact time, employees with children/wards will be given temporary duty for parent conferences. Temporary duty of up to three (3) days shall also be provided to an applicant for National Board for Professional Teaching Standards certification to assist the applicant in fulfilling program requirements.

16.18 Absence during preschool and post-school planning for the purpose of attending summer school will be considered under this section.

16.19 Leon District will not pay for any trip that is paid for by another organization.

16.20 The employee shall be responsible for submitting the appropriate form to the immediate supervisor in a timely fashion.

16.21 Verification of Absence. The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence or when an employee has received prior written notice of excessive absenteeism. Such verification shall be provided as soon as possible after the official request.

16.22 Abandonment of Position. An employee who is absent from the workplace for three (3) or more consecutive days without communication with the site administration as to the nature and circumstances of the absence or authorized leave shall be considered to have abandoned his/her position and resigned from the District.

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

16.24 Instructional Continuity – Excessive Absence. A continued pattern of absence for any reason that affects an employee's ability to provide the necessary continuity of instruction or of other assigned responsibilities may result in District personnel action including but not limited to use of the discipline or evaluation process.

16.25 Leave for Domestic or Sexual Violence Situations. An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence upon meeting the conditions described in District Policy 2.14 (8). An employee requesting such leave must first use any paid leave available to the employee (sick, personal, or annual,); if none is available the employee may then use unpaid leave.

Article XVII
EMERGENCY SCHOOL CLOSING

17.01 All schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency. In the event of the closing of a school(s) or other facilities of school operations by the Superintendent or the Board because of an emergency, when they determine that an emergency exists, the Superintendent shall have the authority to designate which day(s), if any, will be used as replacement workday(s) for workday(s) lost due to the emergency. There will be no additional compensation for the replacement day(s) worked.

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

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

Article XVIII
STUDENT TEACHING ASSIGNMENTS

18.01 Supervision by an employee of a student teacher shall be voluntary.

18.02 A cooperating employee shall not involuntarily be given additional assignments, or students, outside of his/her regular responsibilities during the period of supervising a student teacher, except in an emergency.

18.03 Each cooperating employee shall be provided with release time with pay for required attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

18.04 Beginning Teacher Program. Any employee who participates on a voluntary basis as a peer teacher shall, along with other support team members, work with the site administrator on a continuous basis to insure the success of the Beginning Teacher Program. The site administrator will be responsible for conducting all required evaluations.

Article XIX
ACADEMIC FREEDOM

19.01 The parties seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States, and to instill appreciation of the values of individual personality.

19.02 Employees shall have academic freedom. Academic freedom shall mean that employees have freedom of association and expression in keeping with their individual conscience. Employees shall present instructional materials which are pertinent to the subject and level taught. Such presentation shall be within the guidelines of appropriate course content and within the instructional program and shall present all facts of controversial issues in a scholarly and objective manner.

19.03 Employees shall be entitled to freedom of discussion within the classroom in all matters which are relevant to the subject matter under study.

19.04 All employees shall consult with the administration whenever the employee intends to inject into course coverage units which might be reasonably anticipated to be controversial. Upon request, the employee shall meet with his/her immediate supervisor to discuss the proposed unit of study and how it fits into the course content as provided in Section 19.02.

19.05 Supplemental materials that are not part of the prescribed curriculum and pacing guide can be used upon approval of the site administrator.

Article XX
POLITICAL ACTIVITY

20.01 All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system. Employees may not engage in any political activity during work hours. Wearing political buttons or paraphernalia is permissible as long as such items do not create a disruption of the educational process. (Reference Board Policies 3232—Political Activities, and 3310—Freedom of Speech in Non-instructional Settings.)

Article XXI
COMPENSATION

21.01 Employee Rate of Pay

A. The rate of pay shall be paid to employees under the following circumstances:

1. Additional Instructional Responsibilities.
   a. Employees who agree to be assigned to teach a sixth (6^{th}) period shall be paid at their regular hourly rate for the additional assigned teaching time. Such employees shall be paid for an additional hour for an additional period of assigned instruction. Such employees shall be provided planning time which is equivalent in length to that provided to other employees at the site and which shall be worked within an employee's extended day.
   b. Employees who agree to be assigned to teach a period outside of the regular academic day shall be provided an academic assistance supplement in accordance with Appendix B. Should an employee work less than the entire year, the supplement will be prorated for the amount worked.
2. Additional Non-instructional Responsibilities. Employees may agree to be assigned non-instructional responsibilities that extend beyond the standard workday. The time assigned for such responsibilities shall be determined by the site administrator or the District and the employee shall be paid for the additional assigned time at their regular hourly rate.
3. Unpaid Leave. Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Contract shall be made at their regular hourly rate of pay.
4. Summer School, Evening School, Other Programs. Employees employed in summer school, evening school, and/or other programs whose compensation rate is not stated in Article XXI shall be paid at their regular hourly rate of pay. All employees appointed hourly-as-needed for less than 18.75 hours per week shall be paid up to a maximum of pay level six (6) on the teacher salary schedule. All employees appointed hourly-as-needed for 18.75 or more hours per week shall be paid up to a maximum of pay level seven (7) on the teacher salary schedule.
5. Development of Curriculum and Instructional Materials. Employees whose services are utilized in the design and/or development of curriculum and instructional materials to include diagnostic and/or evaluative assessment instruments shall be compensated at their regular hourly rate.
6. New Hire: All teachers shall be issued a Formal Offer Letter within thirty (30) days of hiring. The Offer Letter will provide the current salary placement and a statement that the employee's salary shall be consistent with the total number of verified creditable years of service of the new hire.

21.02 An employee whose regular contractual duties are extended beyond the employee's regular appointed work year, or who is appointed to an extended work year as described in Section 23.01, shall be paid at their daily rate of pay for each additional day of such extended duties (at the employee's regular annual contract salary, as stated on the teacher salary schedule, divided by the number of days in the standard work year [see Section 23.01]).

21.03 Compensation for Summer School, Evening School, Other Programs, Hourly-as-Needed, and Annual Program-Based Instructional Employees.

A. Full-time employees employed in programs (such as Lively Technical School) which continue their program beyond the regular school year will, during the summer, receive planning and lunch time consistent with the regular program.

B. Hourly-as-Needed Instructional Personnel.

1. Hourly-as-needed instructional employees who teach fewer than an average of 18.75 hours a week over the course of an academic term shall not receive benefits, nor shall such employees be provided planning time or duty-free lunch.
2. Regular full-time employees who are also employed in an hourly-as-needed capacity shall not accrue additional benefits in that capacity except that social security and retirement benefits shall be paid on the compensation provided to such employee in their hourly-as-needed status.

C. Annual Program-Based Instructional Employees

1. Annual program-based instructional employees who are appointed for a school year and who teach an average of at least 18.75 hours per week over the course of an academic term but do not qualify as regular instructional employees under the provisions of paragraph D below are eligible for retirement and social security benefits and may participate in a health care program, group term life insurance, dental care program, vision care program, tax-deferred annuity program, and cancer/intensive care program. If participating in the health care program, such employees shall receive the negotiated Board contribution toward their health insurance. These employees will not be eligible for sick leave nor shall such employees be provided planning time or duty-free lunch.
2. Time accrued as an annual program-based instructional employee shall not be counted for the purpose of acquiring a professional services contract.

D. Beginning with the 1996-97 school year, all positions that have scheduled contact of twenty-six (26) hours or more per week for more than half of the school year, with an average daily attendance of twenty-five (25) or more, shall become regular full-time instructional employees.

21.04 Compensation for employees whose training services are utilized by the Teacher Education Center or other such similar programs in the District shall be paid $28 per hour. For training delivered on non-school hours, preparation time on non-school hours equal to the presentation time may be compensated at the rate of $28 per hour when release time is not provided during the contract.

Employees requested to provide in-service training programs during the school day shall be given release time for such presentations and preparation time equal to the presentation period. If release time is not provided, the employee shall be compensated at his/her hourly rate for preparation time equal to the presentation time.

21.05 Compensation at the rate of $20 per hour will be provided to employees who are approved to participate in voluntary staff development activities for which in-service credit is awarded, subject to the availability of funding.

21.06 Employees are to be given credit for previous experience according to the following plan and consistent with the provisions of the negotiated salary schedule:

A. Beginning with the 2019-20 school year, credit for one (1) year's experience shall be given for each year of teaching or administrative experience in any state or regionally accredited public school (K-12), junior or community college, or university (graduate assistant experience shall not be counted). Credit shall also be given for teaching or administrative experience in schools outside the U.S., including a U.S. government-sponsored military base school, upon a determination by the District that such schools have the equivalent of state or regional accreditation. The affected employee shall be responsible for providing the District's Instructional Section of the Human Resource's Department with the necessary documentation of such experience. The deadline to provide the documentation of experience is no later than 120 calendar days from their date of hire. The Human Resource's Department shall confirm with the affected employee that it has received all necessary documents to make its determination within five working days upon receipt. The District shall notify the affected employee of its determination regarding credited experience within five days of making its determination. The District shall provide to the affected employee a written explanation of its rational. The affected employee shall have ten (10) working days to provide additional information or clarification upon receipt of the District's explanation. The District shall communicate its second determination with the affected employee within five (5) working days.

B. Credit for up to three (3) years of wartime military experience or three (3) years of instructional experience in the military related to the employee's instructional assignment shall be granted to employees hired after July 1, 1979. Wartime military experience shall be as defined in Sections 238.06 and 121.021(20), F.S. Employees receiving or eligible to receive credit for military experience prior to July 1, 1979, shall receive such credit.

C. Credit for one (1) year of experience is to be given for a major portion of a year's work (i.e., ½ plus one day). Out-of-state and Florida experience which occurs during the same school year may be combined.

D. Part-time employees will receive credit for one (1) years' experience when working over fifty (50) percent of the hours required for full-time employees (including sick leave); however, only one (1) year of service may be earned during one (1) school year.

E. Credit for one (1) year of experience shall be given for each year of verified work experience above that required for vocational certification.

F. The president of the LCTA shall be granted credit on the salary schedule for years served in that office.

G. Private School Experience Credit

1. Beginning with the 2019-2020 school year, and subject to the provisions in paragraphs 2, 3, and 4, credit is allowed for teaching experience at private schools or institutions that are recognized by accrediting agencies that the Secretary of the United States Department of Education has determined to be reliable authorities as to the quality of education or training provided by the institutions of higher education programs they accredit. The primary regional accrediting commissions include the Southern Association of Colleges Commission on Colleges and Schools (SACSCOC), Accrediting Commission for Community and Junior Colleges (ACCJC), Western Association of Schools and Colleges (WASC), Northwest Commission on Colleges and Universities (NWCCU), Middle States Commission on Higher Education (MSCHE), New England Commission of Higher Education (NECHE), and the Higher Learning Commission (HLC). Credit shall also be allowed for certified teaching experience at schools or institutions with accreditation from agencies equivalent to that provided by the Southern Association of Colleges and Schools Commission on Colleges and Schools such as the National Academy of Early Childhood Programs, the Florida Council of Independent Schools, the Association of Independent Schools of Florida, the Florida Catholic Conference, and the Florida Association of Christian Colleges and Schools.
2. Credit shall be awarded to employees who held a valid Florida Teacher's Certificate while employed in the appropriate area with an accredited Florida private school.
3. Beginning with the 2005-2006 school year, teachers who did not hold a valid Florida Teacher's Certificate while employed in a private school or institution shall be awarded credit for each year of private school teaching experience earned in the state of Florida or outside the state, after satisfying the following conditions.
    a. The employee must establish eligibility for and be granted a Florida Teacher's Certificate.
    b. The employee must complete one (1) year of satisfactory District teaching service and be reappointed to a District instructional position for the following year.
    c. The employee must have held a Bachelor's degree during the private school teaching experience.
    d. Credit will be awarded only for those years of teaching experience during which a private school or institution was accredited by an agency recognized in paragraph 1.

    An employee seeking credit for private school teaching experience under this section is responsible for providing all documentation required in order to verify that the experience meets the conditions described herein.
4. Experience credit granted under this section, and any accompanying salary increase, will be awarded effective the beginning of the contract year after which the employee satisfies all conditions in sections a. through d. but not before the beginning of the 2006-2007 school year.

H. Beginning with the 1989-90 school year, credit shall be allowed for experience as a psychologist, social worker, counselor, and for exceptional student education personnel, in public or private state-accredited hospitals, state-certified group homes for children or adults, or public or private rehabilitation centers, mental health institutes, or other similar organizations providing Medicare or Medicaid-approved services to children or adults, as well as in the Departments of Education and Children and Family Services or equivalent state or federal agencies. Such credit shall also be allowed for experience as a speech-language pathologist in the referenced organizations, beginning with the 2004-05 school year.

I. Beginning with the 2000-2001 school year, credit may be provided for professional experience in the field of education other than that described elsewhere in this section. Such experience gained from employment in areas such as educational materials development and education publishing, or with professional education organizations or education agencies or institutions, shall be evaluated by the District for its comparability to experience for which credit is granted under other provisions of this section.

21.07 Advanced Degrees

A. Adjustments to higher salary levels shall be made only upon the receipt of an official transcript signifying the award of the advanced degree, for those employees on the grandfathered salary schedule, from an institution of higher education that has Southern Association of Colleges and Schools Commission on Colleges, Western Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Higher Learning Commission, New England Commission on Higher Education, or Middle States Commission on Higher Education accreditation, or the verification of appropriate experience. Salary adjustments associated with the receipt of such an official transcript or written verification of appropriate experience shall be effective retroactive to the beginning date of an employee's appointment for the academic year in which the transcript or verification is received by the Human Resource Department, or to the date on which the advanced degree is awarded or the appropriate experience is completed, whichever date is later.

B. Advanced Degree Supplement for Instructional Personnel Hired on or after July 1, 2011. As allowed by Florida Statute 1012.22 (only if degree is held in area of certification) for employees hired on or after July 1, 2011, an annual supplement for an advanced degree will be:

- One thousand, eight hundred ($1,800) for a Master's Degree;
- Three thousand, six hundred ($3,600) for an Education Specialist Degree; and
- Five thousand four hundred ($5,400) for a Doctoral Degree

It will be the employee's responsibility to provide the District's Human Resources Department documentation of his/her advanced degree and proof of certification in the area of his/her advanced degree. Only one (1) advanced degree supplement may be earned

by each employee hired after June 30, 2011. If an employee becomes entitled to the advanced degree supplement mid-fiscal year, the supplement will be provided in full and divided among remaining paychecks. If an employee becomes entitled to a greater advanced degree salary supplement mid-fiscal year, the employee will be entitled to the difference between the greater supplement and advanced degree supplement already received divided and provided in full among remaining paychecks. Current employees who remain on the "grandfathered" salary schedule will continue to earn the Masters, Specialist, or Doctoral degree salary as outlined in the current Collective Bargaining Agreement. No additional supplement for "grandfathered" employees will be awarded.

21.08 Appeal Process. In the event that a request for salary credit for advanced degrees or for prior teaching experience is initially denied by District staff, the request shall be referred to a joint LCTA/District committee for review and final determination. The committee shall be comprised of two (2) LCTA and two (2) District representatives; the Director of Human Resources or his/her designee shall serve as Chair of the committee and the President of LCTA and the Director of Labor and Employee Relations shall serve as ex officio members. This committee shall meet as needed upon notice of the Director of Labor and Employee Relations and shall render a determination in writing no later than twenty (20) days after such meeting.

21.09 Life Insurance. The Board shall provide, without cost to the employee, group term life insurance for a 12-month period in the amount of $30,000 to be paid to the appropriately designated beneficiary.

21.10 Health Insurance Program

A. The Board will make available to eligible employees a group health insurance program. The Board shall contribute the following percentages of the premiums charged by each of the health care plans, including the premium for mental health care, offered by the District through its health care program, effective with the plan year beginning October 2006:

- 80.00 percent of the individual coverage premium; and
- A dollar amount that is equal to the 80% Board contribution at the single premium level for the plan selected by the majority of covered employees, plus 60% of the remaining Plus 1 and Family coverage premium.

In no case shall the Board's contribution exceed 100 percent of the premium costs for the program in which the employee is participating.

B. Two-Employee Coverage

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

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

21.11 The District shall make tax-deferred annuity programs through payroll deduction available to all employees other than those paid in an hourly-as-needed status who work less than 18.75 hours per week or whose employment is not expected to continue beyond one (1) semester. Other payroll deduction options, including any Internal Revenue Service approved tax-sheltered "cafeteria plan," may be offered by the Board when available.

21.12 The District shall notify all employees of any changes in the insurance coverage provided herein at least ten (10) days prior to the effective date of the change and shall provide each new employee with a description of insurance coverage within ten (10) days of the beginning of the school year or date of employment. The District will be responsible for providing insurance information in the form of applications and/or enrollment meetings.

21.13 Benefits Committee. A committee shall be established to evaluate the current benefits program and review proposed changes to such program. This committee shall monitor the current plan and recommend to the Superintendent and Association any changes it determines are necessary. The Benefits Committee shall consist of at least five (5) members, two (2) of whom shall be LCTA appointees and one (1) of whom shall be the Director of Labor and Employee Relations.

21.14 An employee who must use his/her personal automobile on District business shall be reimbursed at the current rate established by the Board for such travel. Such mileage reimbursement shall not include routine travel to and from the employee's home and the school to which assigned. In order to receive the mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.

21.15 The District's system of directly depositing employee pay into an account at financial institutions that enter into a written direct deposit agreement with the District will be the exclusive method of paying the amounts owed each payday, as described in paragraph 21.18A below

21.16 If there is an overpayment of salary or supplement to the employee:

A. The Payroll Department will notify the employee as quickly as possible and within 24 hours of the discovered overpayment;

B. Only the amount of overpayment will be returned to the District; and

C. A mutually agreed upon repayment plan shall be implemented by the Payroll Department if an employee requests such a plan due to his/her inability to make immediate repayment. Such repayment plan shall ordinarily not extend beyond the end of the fiscal year in which the overpayment is identified.

21.17 Method of Salary Payment

A. The District will provide pay to employees exclusively through direct deposit of the amounts owing to the employees each payday into an account at a financial institution as designated by the employee.

B. Ten-month and Twelve-month employees will be paid their annual salary in either ten (10) or twelve (12) equal monthly payments. Current employees on the 10-pay schedule who do not voluntarily change to the 12-month schedule will be grandfathered in. Current employees will have until the first week of preplanning for the 2019-2020 school year to notify Human Resources of their intentions to change to a 12-month pay schedule. Beginning with the 2019-2020 school year all new employees will be paid their annual salary in 12 equal monthly payments.

C. 10-month employees who are paid on a 12-payment basis will have their annual pay divided into twelve (12) equal monthly payments to be made on the last workday of the month beginning in August through July of the following year. The first pay period will be set by the Board.

D. Benefits will be deducted based upon the payment basis of the employee, i.e. those paid on a 12-month basis will have 12 deductions taken for benefits and those on a grandfathered 10-month basis will have 10 deductions.

E. Paychecks being delivered to employees not actively working, such as may occur when the final pay date is subsequent to the last day the employee works, will be mailed to the address designated by the employee or, if requested in writing, released to a designated individual.

F. Payroll dates for employees shall be listed on the District website.

21.18 Retirement Incentive

A. An employee who attains his/her normal retirement date, prior to the beginning of the succeeding school year, shall have ten (10) percent of his/her annual salary, excluding supplements, added to his/her annual salary provided that s/he, by December 1 of the school year of his/her normal retirement date: (1) completes the necessary procedures through the Coordinator of Employee Related Benefits and; (2) resigns effective at the end of the school year. This sum will be paid in the last six (6) checks. Retirement eligibility period will run from the beginning date of one school year to the beginning of the succeeding school year. This retirement incentive is not available to employees who choose to participate in the Deferred Retirement Option Program (DROP).

B. For the purpose of this section, the phrase "normal retirement date" shall mean retirement as defined in Sections 121.021(29) or 238.07(2)(e)1 and (f), F.S. (2008).

21.19 Deferred Retirement Option Program (DROP) Participants. Upon entering Deferred Retirement Option Program, employees who are members of the Sick Leave Bank are eligible to continue such membership as provided in Board Policy 3420.01—Voluntary Sick Leave Bank.

21.20 Employment After Retirement. An individual who is appointed after retiring from the Leon County Schools or from any other public or private employer shall be granted applicable service credit for purposes of placement on the salary schedule to a maximum of twenty (20) years. These individuals who are appointed after retiring shall be appointed to an annual contract, including a one (1) year probationary period if not previously employed as a teacher by the District.

Article XXII
PAYROLL DEDUCTIONS

22.01 The District shall deduct from the pay of each employee all current membership dues of the LCTA, provided that at the time of such deduction there is in the possession of the employer a written authorization for dues deduction executed by the employee in the form and according to the terms of the dues deduction authorization form furnished by the LCTA.

22.02 An employee may authorize dues deduction by presenting an authorization card to the Payroll Department in any of the ten (10) payroll periods.

22.03 The Board agrees to deduct the annual dues of the LCTA from the monthly salary payments to employees who have on file a payroll deduction authorization card based upon the payment basis of the employees, i.e. those paid on a 12-month basis will have 12 deductions taken for dues and those on a grandfathered 10-month basis will have 10 deductions.

22.04 Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgment of LCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than thirty (30) calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.

22.05 All dues deducted by the District shall be remitted to the treasurer of the LCTA in monthly installments as soon as it is practical after the close of the payroll period.

22.06 The LCTA will not be assessed the costs incurred by the District in order to provide authorized dues deductions. Such payroll deductions authorization shall continue in effect from year to year thereafter unless revoked in writing by the member. In this regard, the District shall reinstate dues deductions for employees who return to active employment status after having been placed in long-term leave without pay status.

22.07 The District will provide LCTA with up to two (2) payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by LCTA and its State and national affiliates (FEA, NEA, AFT.) All deductions shall

be made on a ten-payroll basis using a mutually agreeable deduction form to be provided by LCTA and transmitted to the common remitter(s) selected by LCTA or its affiliates for such purpose as a single check amount to each remitter each payroll period. LCTA will hold the Board harmless for any claims arising out of the use of this payroll deduction slot.

Article XXIII
EMPLOYEE WORK YEAR

23.01 Standard and Extended School Year and Work Year. The standard work year consists of 196 days. The School Board may adopt a written plan for an extended work year consisting of no more than 211 days at one or more instructional sites. This plan shall include the educational purpose to be achieved by the extension of the work year. LCTA shall be provided with the proposed plan at least sixty (60) calendar days prior to its consideration by the Board, and the District shall consult with LCTA prior to Board action regarding such plan. Employees at a school where such extended work year is to be implemented shall be provided with written notice that the District plans to implement an extended work year at their school no later than March 1 of the school year preceding the implementation of such extended work year. Employees at such school shall have input into their school's plan through the procedures provided in Article 25 (School Improvement and Accountability and Shared Decision-Making) or through other appropriate teacher group(s) at the school (school improvement team, leadership team, etc.). Employees' pay shall be increased proportionally consistent with the extended work year (see Section 21.03). A permanent employee assigned to a school that is to have an extended work year who desires to transfer to a school on a standard work year shall be provided with such an opportunity. Six (6) of the days in the standard or extended work year shall be designated as paid holidays. Appropriate time to complete necessary tasks during preschool and post school planning days shall be provided for the employee at the work station.

23.02 Year-Round School Year. The work year for employees assigned to year-round tracks in schools shall include 180 instructional days adjusted to accommodate intersession breaks of approximately fifteen (15) days each. The remaining sixteen (16) days shall be designated to reflect the six (6) paid holidays and ten (10) in-service/planning days.

23.03 Department of Juvenile Justice Program Year

A. Employees assigned to Department of Juvenile Justice programs shall be appointed for a traditional school year as described in Section 23.01 above. Additionally, such employees shall be offered appointment for supplemental periods as necessary for the Department to fulfill its statutory requirement to provide 240 days of instruction each year. This offer of supplemental appointment(s) beyond the traditional school year shall be made to employees prior to the start of the school year.

B. Employees employed on such supplemental appointments shall be governed by the following policies:

1. Pay During Supplemental Appointment(s). An employee shall be paid under the provisions of Section 21.04;
2. Sick Leave. Sick leave accrual and use during supplemental appointments shall be governed by the provisions of Section 16.01;
3. Personal Leave. An employee may use no more than a total of one day of sick leave for personal reasons during such supplemental appointment(s);
4. Holiday. An employee whose supplemental appointment covers the July 4 holiday shall be compensated for such holiday;
5. Temporary Duty. An employee shall not have the right to temporary duty assignments during such supplemental appointment(s); and
6. Annual Leave. No annual leave shall be accrued while serving in such supplemental appointments.

23.04 The recommendations to the Superintendent for the annual Leon County Schools calendar shall be developed collaboratively by District staff, the District Advisory Council, and the District Shared School Improvement Council.

Article XXIV
MAINTENANCE OF STANDARDS

24.01 Except as this Contract shall hereinafter otherwise provide, all terms and conditions of employment in effect at the time this Contract is signed, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Contract. Unless otherwise provided in this Contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

Article XXV
SCHOOL IMPROVEMENT AND ACCOUNTABILITY AND SHARED DECISION-MAKING

25.01 School Improvement

A. The LCTA and the School Board support a comprehensive system of school improvement and educational accountability to ensure continued student success in school and life-long learning. School improvement is most successful when the responsibility for planning, implementing, and evaluating improvement efforts are returned to those closest to the learner.

B. School Advisory Councils (SAC), with teacher representatives elected by teachers, parents elected by parents, school support personnel elected by support personnel, and students elected by students, are recognized under state law as the primary vehicle, along with the principal, for school improvement planning and accountability. Additionally, business and community representatives are to be selected by the Council. Each SAC shall have bylaws that provide for those affected by school-level decisions to have a significant opportunity to influence those decisions.

25.02 The LCTA and the School Board recognize that it is of benefit for teachers and other staff to have input into decisions not essential to or directly related to the school improvement planning responsibility of the SAC. To this end, each school shall adopt a process to facilitate involvement, communication, and support for such school-level decisions. This process shall be communicated to all employees at the site at the beginning of each school year. Such a process may include a Shared Decision-Making Council as described in Section 25.04 below.

25.03 Shared Decision-Making Election Procedures. While the establishment of School Advisory Councils and the development of a school improvement planning implementation process is required by state statute, a site's participation in the Shared Decision-Making system established in this article shall be voluntary. Each site will have the opportunity to conduct an election to determine participation. An election may be held at the beginning of either semester of a school year or at the end of the school year during post planning period. This election (by secret ballot) shall be jointly supervised by the site administrator and the Lead LCTA Faculty Representative. A fifty-one (51) percent approval vote by the faculty, building administrators, and support staff, as well as approval by the site administrator and an indication of support from the parent organization, shall be necessary for participation. The results of elections for individual schools shall be reported to the Superintendent and the President of the LCTA.

25.04 Shared Decision-Making Model

A. Each school participating in Shared Decision Making will be required to establish a clear decision-making structure (SDM Council) that will systematically involve all segments of the school community. It is at the discretion of each participating site to determine the relationship of this shared decision-making structure to the School Advisory Council required by Florida Statutes.

B. A site may choose to involve the SDM Council in the school improvement planning, monitoring, and evaluation functions of the School Advisory Council as well as to serve as the day-to-day decision-making structure for the site, or it may choose to have the SAC exclusively involved with the school improvement planning, monitoring, and evaluation process.

C. It is suggested that the composition of the SDM Council be no fewer than seven (7) and no more than eleven (11) members. At sites with fewer than twenty-five (25) employees, the composition of the Council may be fewer than seven (7) members. The composition of the Council shall reflect the racial/ethnic makeup of the school community. Members shall be elected to the Council by secret ballot after the site determines the makeup of the Council. After the Council is formed, it should elect a chairperson and recorder from its members.

D. All SDM Councils shall:

1. Include the Lead LCTA Faculty Representative or his/her designee.
2. Participate in training prior to implementation and on an on-going basis.
3. Include support staff.
4. Provide a fair process for resolving conflicts with consensus decision-making recommended. In the absence of a "sufficient consensus" among SDM Council members, the site administrator is empowered to make an "interim decision" while the Council works to resolve its impasse. The site administrator will continue to be responsible for carrying out the duties entrusted to him/her under state statute and School Board policy, implementing decisions, coordinating day-to-day operations, and responding to emergencies.
5. Prepare an initial brief plan (reviewed and revised annually) which includes:
    a. A mission statement aligned with the District's mission statement, defining the SDM Council's purpose as seen by its members.
    b. A description of area(s) with which the Shared Decision-Making Council will deal. These may include, but not be limited to, instructional matters, school policies, personnel matters, and budgetary matters.
    c. The role of the site administrator in the Shared Decision-Making process.
    d. The SDM Council's relationship to the School Advisory Council.
6. Provide release time for its members when the Council meets during the normal school day.
7. Announce meetings in advance which will be open to the public, scheduled, and conducted according to guidelines written by the school.

25.05 School Improvement Central Council. A School Improvement Central Council shall be established to coordinate all school improvement efforts in the District and to assist schools with training or other support for shared decision making. This Council shall be comprised of twelve (12) members, fifty (50) percent appointed by the LCTA President and fifty (50) percent appointed by the Superintendent by August 15 of each school year. Two (2) members must be from the business community, one appointed by the LCTA President and one by the Superintendent. Additional participants, as needed, may be appointed by the Council for service on special committees, maintaining the same 50-50 basis. The Council will have co-chairpersons, one appointed by the LCTA President and one appointed by the Superintendent. The attainment of consensus among all members of the Central Council shall be a primary goal. Decisions will be made by three-fourths (3/4) vote of those members present and voting at the meeting if consensus cannot otherwise be reached. Roberts Rules of Order shall be applicable to all procedural issues not addressed herein. An agenda shall be prepared by the co-chairs of the Council and distributed at least five (5) working days prior to each Council meeting.

25.06 Functions and Responsibilities of the School Improvement Central Council.

A. The School Improvement Central Council shall have the following functions:

1. Develop and maintain a variety of training models for shared decision making and school improvement.

2. Review and provide feedback regarding school improvement plans, school reports, and SAC membership to the Superintendent and School Board.
3. Share school improvement and shared decision-making information with sites and with the public.
4. Review and make recommendations on waiver requests to the Superintendent, employee organizations, and/or the School Board.
5. Provide technical assistance to schools as requested.

B. Employee representatives attending School Improvement Central Council meetings, while on assigned time, will be released from regular duty without loss of pay. When a meeting is held outside the employee's regular duty hours, the employee shall be provided compensatory time or paid at his/her regular hourly rate.

C. The Superintendent shall provide reasonable secretarial/clerical assistance for taking, publishing, and distributing minutes of Central Council meetings to school sites and all SDM Council members.

D. Central Council meetings shall be held at least five (5) times per year. Additional meetings of the Council may be called by the co-chairpersons.

25.07 Waivers

A. A school may seek changes in uniform policies and procedures affecting that school. Consequently, sites may request waivers from federal and state-level requirements, School Board policies and procedures, or collective bargaining contracts through the School Improvement Central Council.

B. A request for a waiver of policies, procedures, or a collective bargaining contract must express a consensus of the school and include the following:
1. A description of the situation needing change;
2. A description of a school improvement plan objective or student outcome;
3. A description of the alternative approaches already tried or proposed;
4. A description of the specific sections of the policy, procedure, or contract that are a barrier to the proposed change;
5. A description of the proposed methods, timelines, and details of the proposed new procedure; and
6. A description of a process for monitoring and reporting the impact of the waiver on the school and, if applicable, other sites.

C. Waiver requests must be submitted by April 1 for consideration for the following school year.

Article XXVI
COMMITTEES

26.01 All District committees that are pertinent to the bargaining unit shall include LCTA representation as designated by the LCTA President, including but not limited to the following:

A. Benefits Committee (see Section 21.14);

B. Budget Committee: one LCTA representative. LCTA may designate an alternate representative who may attend meetings with the representative to ensure continuity.

C. Staffing Committee: one LCTA representative. LCTA may designate an alternate representative who may attend meetings with the representative to ensure continuity.

D. The Teacher Evaluation Review Committee (TERC) shall be comprised of twelve (12) members, fifty (50) percent appointed by the LCTA President and fifty (50) percent appointed by the Superintendent by August 15 of each school year. The committee shall make recommendations for changes and transmit them to the collaborative bargaining team for final negotiations prior to the start of negotiations.

E. School Improvement Central Council (see Section 25.05); and

F. Calendar Committee: Recommendations to the Superintendent for the annual Leon County Schools calendars shall be developed collaboratively by District staff, the District Advisory Council, and the District Shared Decision-Making Central Council. The District Shared-Decision-Making Central Council shall serve as the Calendar Committee, reviewing recommendations received and making a final recommendation to the Superintendent through the District Director for Policy and Planning.

G. Curriculum and Textbook Committees: Recommendations for the adoption of curriculum and textbooks for the District shall be made by committees comprised of at least fifty (50) percent teachers in the appropriate grade level or subject area. The committees shall recommend up to three (3) books/series for each grade/subject determined appropriate to meet the varying ability levels of students.

26.02 Committee minutes and meeting notices shall be provided to the LCTA President.

Article XXVII
TOTALITY OF AGREEMENT - AMENDMENT AND DURATION

27.01 This Contract constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties. Such changes shall be reduced to writing, ratified, and signed by the parties and shall become an amendment to this Contract.

27.02 If a provision of this Contract is declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, that provision shall be discussed by the parties in an effort to reach agreement on a mutually satisfactory replacement. The remaining provisions of the Contract shall remain in full force and effect for the duration of this Contract if not affected by the deleted provision.

27.03 The provisions of this Contract shall be incorporated into and be considered part of the established policies of the Board. Where the policies of the Board are inconsistent with the terms of this Contract and the separate provisions cannot be harmonized by the parties, this Contract shall supersede Board policies.

27.04 Any individual contract between the Board and an employee shall be made expressly subject to the terms of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract shall be controlling except as otherwise provided by law or State Board of Education Rules or as agreed to in writing by the employee, LCTA, and the District.

27.05 This Contract shall be effective from the date of its ratification by both parties through June 30, 2017, except for those provisions indicating a different effective date.

27.06 This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by agreement of the parties.

27.07 Renegotiations for the FY 2016 and FY 2017 shall take place through the collaborative bargaining process and shall include-Appendix B, specifically addressing the total budget amount for Performance Pay Appendix D, Salary Schedule, and three (3) other articles to be selected by each party. Bargaining for FY 2017 shall include: Article XXI, Compensation, including Appendix B, Salary Supplements, Appendix D, Salary Schedule, and three (3) other articles to be selected by each party. Negotiations shall commence no later than April 2015. Negotiations for FY 2016 and FY 2017 the 2016-2017 will follow the same schedule as for 2015-2016.

IN WITNESS WHEREOF, the parties have set their hands on this 11th day of April 2023.

LEON COUNTY SCHOOL DISTRICT

Alva Smith, Board Chair
Leon County School Board

Rocky Hanna 4/3/23
Rocky Hanna
LCS Superintendent

Brett Shively 04/3/2023
Brett Shively, Chief Negotiator
Director, LCS Human Resources

LEON CLASSROOM TEACHERS ASSOCIATION

Scott Mazur 3/29/23
Scott Mazur, President
Leon Classroom Teachers Association

K Stralow 3/29/23
Kim Stralow, Vice President
Leon Classroom Teachers Association

Chris Segal 03/29/23
Dr. Chris Segal, Chief Negotiator
Big Bend Service Unit Director
Florida Education Association

District Bargaining Team
Will Spillias
Naomi Coughlin
Kim Banks
Wallace Knight
Kasey Kirkland

LCTA Bargaining Team
Avis Berry
Rebecca Bertoch
Sarah De Cock
Shari Gewanter
Jared Kilpatrick
Patty Oole
Martina Taylor
Pamela Weston
Dr. Robin Wood

Appendix A

BARGAINING UNIT JOB CLASSIFICATIONS

The bargaining unit consists of persons employed part-time or full-time in the following professional non-administrative job classifications:

- Teacher;
- Counselor;
- Media Specialist/Librarian;
- Occupational Specialist;
- Psychologist;
- Social Worker; and
- Speech & Language Therapist.

Appendix B

SALARY SUPPLEMENTS

PERFORMANCE PAY SALARY SCHEDULE ADJUSTMENTS
DIFFERENTIATED PAY
CRITICAL SHORTAGE PAY SUPPLEMENTS

I. Assignment of Supplements

A. All supplements listed in this appendix are granted only on the basis of one school year.

B. Available Supplements and Vacancies.

1. Site administrators shall provide all instructional employees at their site, an opportunity to assume supplemental responsibilities as described in this Appendix and accompanying chart at the beginning of the school year. To this end, the site administrator shall provide a list of all site supplements to employees on the first day of preplanning at the beginning of the year. Documentation pertaining to the evaluation and selection of applicant, shall be retained for three years and available upon request.
2. As vacancies or new supplements occur, employees will be informed via email and by posting on the LCTA bulletin board at least five (5) work days prior to filling such vacancy. A list of all supplements, the supplement amounts, and persons receiving supplements shall be provided to employees via and by posting on the LCTA bulletin board by October 15 by the site administrator.
3. Site administrators are discouraged from assigning supplemental responsibilities to non-instructional District employees who work at an hourly rate and are eligible for overtime (nonexempt employees) as well as persons who are not otherwise employed by the District since these persons must be paid at an hourly rate for such assignments and are also normally eligible for overtime to the extent that their total hours worked for the District exceeds forty (40) hours in a workweek.
4. When there is a vacancy in a supplemented position, the following procedure will be implemented:
   a. Qualified instructional staff applicants will be sought from within the school.
   b. Qualified instructional staff applicants will be sought from other schools within the district, except that a high school is not required to seek applicants from other district high schools to fill a coaching vacancy.
   c. Qualified applicants will be sought from within the school.

   If the position remains vacant after such action, the site administrator may assign one supplemented coaching activity each year to a teacher from within the school where the vacancy exists.

C. The Student Activities Handbook contains an outline of the duties to be performed in the major categories of supplements listed in the chart below. A copy of this handbook shall be provided to each site administrator, athletic director, and the Leon Classroom Teachers Association (LCTA) President.

D. As supplemental pay assignments are made, the site administrator will provide the employee with the District's list of duties/expectancies that the employee is to perform in that assignment. Supplemental salaries will be paid only if these duties/expectancies are performed.

E. Supplements are to be paid for assignments performed in addition to regular instructional duties. All employees receiving supplements shall carry a full instructional or instructional-related load.

F. An employee who is to perform supplemental activities at a worksite that is not his/her primary worksite (i.e., at a secondary worksite) shall complete a "Supplemented Activities - Secondary Site Approval Form." The approval form is to be signed by the employee and site administrators at both the primary and secondary worksite prior to the employee engaging in such supplemented activity. The employee is to provide a copy of the completed approval form to both site administrators.

II. Supplement Amounts

A. Supplement percentages will be calculated on a Supplement Base. The Supplement Base will be increased for the 2017-2018 school year by 10% or approximately $2,800 (from $27,700 to $30,500). It is the intent of the parties that the Supplement Base will be increased in succeeding years subject to the availability of funding.

**The new supplement base increased from $30,500 to $33,550 as of the 22-23 school year.*

B. A Department Chair or Team Leader in an area at any school site with a minimum of three employees, including the Chairperson or Team Leader, shall be supplemented at the rate of four (4) percent, plus one-half percent per person over the minimum of three (3), to a maximum of ten (10) percent.

C. In elementary and middle schools, the amounts provided for assigned supplements as listed in the supplement schedule may be changed upon recommendation by the site administrator and approval by either the School Advisory Council (SAC) or the Shared Decision-Making Council (SDMC). Increases/decreases in the individual supplements may not exceed two (2) percent

D. The minimum amount of a supplement shall be one percent of the base salary upon which supplements are calculated, notwithstanding any other provisions of Appendix B.

E. All high school supplements shall be divided into the following six (6) categories:

Director	15 percent
Major Activity Coach	12 percent

Minor Activity Coach	8 percent
Major Activity Assistant	6 percent
Minor Activity Assistant	4 percent
Sponsor	4 percent

III. Number of Supplements

A. Any employee, other than high school athletic directors (see paragraph IV D), may receive more than one supplement, but not more than three (3) supplements, for duties performed in any one school year. For purposes of applying this limitation, each supplement shall be counted against the maximum of three (3), notwithstanding that two or more of such supplements may be provided through the same supplement code as contained in the teacher supplement chart. Exceptions to this policy may be made upon recommendation by the site administrator and approval by either the School Advisory Council or the Shared Decision-Making Council.

B. The number of high school supplements assigned in each activity area listed on the supplement chart shall not exceed the number authorized in the Student Activities Handbook—High School, regardless of fund source. Exceptions may be made only upon prior written approval of the Executive Director for Secondary Schools and the Director of Interdivisional Support Services.

IV. Special Provisions for Athletic Supplements

A. Athletic supplements shall be classified as major or minor in accordance with Section IIE of this appendix.

B. Prorated increases will be provided to employees receiving supplements for FHSAA sponsored activities where the season is extended because of participation in the postseason state series. The supplement amount will be increased by ten (10) percent if weekly contests, or by five (5) percent with biweekly contests.

- Weekly contests include the following: cross country, football, flag football, swimming, wrestling, golf, tennis, track, and weightlifting. Biweekly contests include: volleyball, basketball, soccer, baseball, and softball. Band and chorus will receive one week of extended pay for participation in State festivals and for attendance at State football playoffs when directed by the administration. Cheerleader sponsors will receive extended pay only for the basketball season. Athletic trainers will receive extended season pay one time per sports season (fall, winter, spring) based on the schedule above.

C. Coaching Both Boys and Girls Teams

1. An employee who coaches the boys and girls teams of the same high school minor sport shall receive 3/4 of the sum total of the supplements in those cases where the level of participation by students exceeds twenty (20) and the sports seasons dates are the same (these sports are cross country, golf, swimming, tennis, and weightlifting). The remaining ¼ of the total supplement amounts may be assigned to an assistant coach who must also coach both teams. In such instance, the head coach and assistant coach must attend both boys and girls meets/matches.
2. A high school employee may not coach the boys and girls teams of the same major sport.
3. Middle school employees may receive the full supplements for coaching both the boys and girls team in the same sport as long as the sports seasons do not run concurrently and neither sport is classified as a coed sport.

D. High School Athletic Directors will be employed twelve (12) months and will be paid 12/10 of their annual salary during the summer. Directors shall be appointed eight (8) hours per day during the school year and during the summer. Directors shall not be provided additional compensated supplemental assignments. The eight (8) hours per day and "no additional supplements" provisions shall be effective at the beginning of the 2009 summer.

E. High school head football coaches not employed 12 months will be provided three weeks additional employment on an annual basis.

F. Athletic Trainers will receive one twelve (12) percent supplement per sports season (fall, winter, spring). They will also be eligible to receive extended season pay one time per sports season.

G. The full Special Olympics Supervisor supplement is to be paid to employees who perform the additional duties beyond their regular instructional/supervisory load for all three (3) Special Olympics activity seasons. The supplement is to be prorated if the employee provides the additional coaching/supervisory duties for fewer than the three (3) seasons. The District Special Olympics Supervisor supplement is to be paid to an employee who performs additional duties beyond the employee's regular instructional/supervisory load throughout the entire school year, as well as some summer responsibilities.

H. Supplements for club sponsors/coaches that are not listed below due to the approved activity being wholly funded through authorized booster organizations or other non-District fund sources shall not exceed the amounts stated below for a major activity coach or assistant coach.

I. The site administrator shall ensure that a person with appropriate administrative authority is present at scheduled home athletic events.

V. Other Conditions and Special Provisions

A. Teachers working in full-time 12-month administrative roles do not fall under the LCTA salary schedule, but instead are subject to salary placement and increases deemed appropriate by the Superintendent. All other provisions of the contract apply.

B. Supplemental pay assignments are official school-sponsored activities. While in the performance of these assignments, employees shall be covered by the benefits of employment normally received during the regular course of their work.

C. Industrial Arts teachers will be assigned to supplemental duties by the building administrator. High schools may increase/decrease this amount by two (2) percent.

D. Supplements provided to individuals otherwise employed by the District shall be paid on the individual's regular payroll cycle. In the instance where an individual has been paid for all or a portion of a supplemental assignment that is subsequently not performed, the

District is authorized to deduct the applicable amount from the individual's regular District pay pursuant to Section 21.18. Supplements provided to individuals not otherwise employed by the District shall be paid at the conclusion of the season, or extended season where applicable.

E. Pursuant to 21.02 B.1.b., teachers who agree to teach a period outside of the regular academic day shall be provided an academic assistance supplement in the amount of four thousand five hundred dollars ($4,500.00). Should a teacher work less than the entire year, the supplement will be prorated for the amount worked.

PERFORMANCE PAY SALARY SCHEDULE ADJUSTMENTS
DIFFERENTIATED PAY and CRITICAL SHORTAGE PAY SUPPLEMENTS

VI. PERFORMANCE PAY

Performance Pay salary schedule adjustments for "Effective" and "Highly Effective" instructional staff hired on or after July 1, 2014 will be determined through negotiations with the Leon Classroom Teachers Association after the number of effective and highly effective instructional staff is determined, and with the intent to comply with Florida Statute 1012.22. All Highly Effective Instructional Staff and Effective Instructional Staff hired on or after July 1, 2014 shall be paid on the Performance Pay Schedule adopted herein as required by Florida Statute 1012.22 (1)(c)(4.)(a.). All instructional staff hired prior to July 1, 2014 shall be paid on the "Grandfathered Schedule," as adopted herein, as required by Florida Statute 1012.22 (1) (c) (4.)(a.). Instructional staff on the Grandfathered Schedule may opt to participate in the Performance Pay Schedule, but with the consequence of losing Continuing Contract status or Professional Service Contract status for the duration of their employment with Leon County Schools, and upon such election be employed on an annual contract basis, with no possibility for the remaining years of employment with Leon County Schools to return to the Grandfathered Schedule, in accordance with Florida Statute 1012.22 (1)(c)(4.)(a.).

The Board herein enacts a Performance Pay option for instructional staff on the Grandfathered Schedule who earn Highly Effective and Effective ratings, but at performance pay amounts not to exceed the Effective performance amount paid to instructional staff participating on the Performance Pay Salary Schedule.

All performance pay compensation shall be paid as an adjustment to the employee salary base, meaning it will become a permanent part of the employee base salary. Performance Pay for FY 2016 shall be paid according to the following formula and defined parameters.

The formula will be determined based on (1) the amount of funds available within the District budget for Performance Pay salary and (2) the number of Highly Effective and Effective instructional personnel on the Performance Schedule and Grandfathered Schedule. Highly Effective instructional personnel on the Performance Pay schedule shall be paid the highest amount. Effective instructional personnel on the Performance Pay schedule shall earn 75% of the amount calculated for Highly Effective Performance Pay Schedule salary payments. Highly Effective instructional personnel on the Grandfathered Schedule shall earn performance pay at a rate of eighty percent (80%) of the Highly Effective amount paid to employees on the Performance Pay Schedule. Effective instructional personnel on the Grandfathered Schedule shall earn performance pay at a rate equal to eighty percent (80%) of the amount paid to Effective instructional personnel participating on the Performance Pay Schedule.

The formula for FY 2016 Performance Pay is as follows:

X = Amount for Performance Pay Salary Schedule participants rated "Highly Effective"

75%X = Amount for Performance Pay Salary Schedule participants rated "Effective"
80%X = Amount for Grandfathered Salary Schedule participants rated "Highly Effective"
80% * 75%X = Amount for Grandfathered Salary Schedule participants rated "Effective"
COLA = 50% * 75%X
Y = Amount of budget available for Performance Pay
Formula: $x + 75\%X + 80\%X + (80\% * 75\%X) = Y$

The Board desires to attract and retain the highest quality instructional professionals to serve the students in Leon County.

In support of the LEADS Performance Pay plan the Board agrees to commit two million dollars in 2016-2017 for the purpose of adjusting teacher's salaries based on their evaluation performance rating.

Salary Adjustments: All instructional staff shall be issued a Notice of Employment commitment within sixty (60) days upon receipt of verified creditable years of service. The notice will provide the new adjusted base salary and a statement that the employee's salary shall be consistent with the total number of verified creditable years of service and any adjustments.

VII. DIFFERENTIATED PAY AT TITLE I and LOW PERFORMING SCHOOLS

Instructional Staff at Title I schools and schools earning a "D" or lower will receive a $100 supplement per semester. This supplement is valid for fulltime instructional staff. The $100 supplement will be paid at the conclusion of each semester. Instructional staff must

be employed the entire semester to be eligible for this pay. For the 2014-2015 school year, only a second semester supplement of $100 will be paid. It is possible for instructional staff to qualify and be compensated for both supplements outlined above.

VIII. CRITICAL SHORTAGE SUPPLEMENTS

Certification and teaching in critical teacher shortage areas shall be identified by the State Board of Education under s. 1012.07. However, the district school board may identify other areas of critical shortage within the school district for purposes of this sub-sub-subparagraph and may remove areas identified by the state which do not apply within the school district. The funding for this supplement is contingent upon sufficient funding from the Florida Legislature. Specific compensation amounts and eligible teaching assignments will be determined annually in cooperation with the Leon Classroom Teachers Association.

2022-2025 TEACHER SALARY SUPPLEMENTS

Supplement Description	Level/Code	% of Supplement Base	Supplement Amount	# of Supplements & Conditions Governing their Assignment are Specified in Student Activities Handbook	Special Provisions Referenced in Appendix B
Student Academic Activities - HIGH SCHOOL					
Band Director	HS 2	15%	$ 5,032.50	x	IVB
Band - Assistant	HS 8	8%	$ 2,684.00	x	IVB
Choral Director	HS 3	15%	$ 5,032.50	x	IVB
Choral Assistant	HS 9	8%	$ 2,684.00	x	IVB
Junior & Senior Class Sponsors	HS 41	16%	$ 5,368.00	x	
Academic Coaches - Sponsors	HS 44	45%	$ 15,097.50		
Student Government	HS 42	4%	$ 1,342.00	x	
Student Productions [1]	SCH 24	16%	$ 5,368.00		
Newspaper Sponsor	HS 83	6%	$ 2,013.00	x	
Yearbook Sponsor	HS 82	6%	$ 2,013.00	x	
Industrial Arts	HS 10	6%	$ 2,013.00		
Academic Assistance	HS	17%	$ 5,703.50		IVE
Student Academic Activities - SAIL					
Academic Coaches/Sponsors - Student Production [1]	SAIL 44	36%	$ 12,078.00		
Yearbook Sponsor	HS 82	6%	$ 2,013.00	x	
Student Government	HS 42	4%	$ 1,342.00	x	
Newspaper Sponsor	HS 83	6%	$ 2,013.00	x	
Academic Assistance	HS	17%	$ 5,703.50		IVE
Student Academic Activities - MIDDLE SCHOOL					
Band Director	MS 19	8%	$ 2,684.00		IIC
Choral Director	MS 20	8%	$ 2,684.00		IIC
Academic Coaches - Sponsors; Student Production [1]	MS 44	36%	$ 12,078.00		
Student Government	MS 42	4%	$ 1,342.00		IIC
Publications - Newspaper	MS 29	4%	$ 1,342.00		IIC
Publications - Yearbook	MS 28	4%	$ 1,342.00		IIC
Academic Assistance	MS	17%	$ 5,703.50		IVE

[1] Academic Coaches and Sponsors, and Student Production supplements may be provided in number and amount as determined by programs needs at a site in each category, subject to the one percent minimum supplemental amount.

Supplement Description	Level/Code	% of Supplement Base	Supplement Amount	# of Supplements & Conditions Governing their Assignment are Specified in Student Activities Handbook	Special Provisions Referenced in Appendix B
Student Academic Activities - ELEMENTARY SCHOOL					
Academic Coaches - Sponsors; Student Production [1]	ELEM 47	16%	$ 5,368.00		IIC
Academic Assistance	ELEM	17%	$ 5,703.50		IVE
ESE Service Providers - ALL SCHOOLS					
Occupational Therapist/Physical Therapist (OT/PT)[2]	SCH 01	18%	$ 6,039		
Speech Language Pathologist (SLP)[2]	SCH 03	14%	$ 4697.00		
Speech Language Pathologist (CCC)	SCH 04	6%	$ 2013.00		
School Psychologist [2]	SCH 06	28%	$ 9394.00		
School Psychologist (NCSP2)	SCH 07		$ 700.00		
Beginning Teacher Mentor [3]	SCH 123	4%	$ 1,342.00	Beginning Teacher Mentor - 5	SCH 123
Department Chair/Team Leader [4]	SCH 45				IIC
Site Facilitator	SCH 73	3%	$ 1,006.50		IIC
TEC Representative	SCH 38	4%	$ 1,342.00		IIC
Specialized - SPECIAL SITES					
Academic Coaches - Sponsors; Student Production Everhart	EVH 44	24%	$ 8,052.00		
Academic Coaches - Sponsors; Student Production - Pace Secondary, Academy, Second Chance [5]	SS 44	16%	$ 5,368.00		
Industrial Education - Lively	LIV 11	8%	$ 2,684.00		
Specialized - DISTRICT-WIDE					
Brain Bowl - District-Wide MS	DIST 76	4%	$ 1,342.00	x	
Brain Bowl - District-Wide HS	DIST 77	4%	$ 1,342.00	x	
History Fair - District-Wide	DIST 78	4%	$ 1,342.00	x	
Science Fair - District-Wide	DIST 81	4%	$ 1,342.00	x	

[2] When funding becomes available, supplement amounts will increase by the remaining 1/3 increment to OT/PT – 27%, SLP – 21%, SLP (CCC) – 9%, PSY – 42%.

[3] The increase in the Beginning Teacher Mentor supplement from 2% to 4% shall be effective July 1, 2009.

[4] The amount of the supplement for Department Chairs/Team Leaders is determined by the provisions of paragraph IIB of Appendix B

[5] This supplement is provided to each of the listed schools with the understanding that individual supplement may be provided in number and amount as determined by program needs at each site, subject to the one percent minimum supplement amount. It is also understood that the full amount provided to of the listed schools may not be expended due to program differences among the sites.

2022-2025
TEACHER SALARY SUPPLEMENTS
Athletic

Supplement Description	Level/Code	% of Supplement Base	Supplement Amount	# of Supplements & Conditions Governing their Assignment are Specified in Student Activities Handbook	Special Provisions Referenced in Appendix B
Athletics - HIGH SCHOOL				x	IVD
Athletic Director	HS 4	15%	$ 5,032.50	x	IVD; IVF
Athletic Trainer	HS 110	12%	$ 4,026.00	x	IVB
Baseball - Head	HS 6	12%	$ 4,026.00	x	IVB
Baseball - Assistant	HS30	6%	$ 2,013.00	x	IVB; IVC1
Basketball - Head - Boys/Girls	HS 5	12%	$ 4,026.00	x	IVB; IVC1
Basketball - Assistant - Boys/Girls	HS 15	6%	$ 2,013.00	x	IVB
Business Manager - Athletics	HS13	10%	$ 3,355.00	x	IVB
Cheerleader - Head	HS 7	12%	$ 4,026.00	x	IVB
Cheerleader - Assistant	HS 22	6%	$ 2,013.00	x	IVB
Cheerleader; Competitive - Head	HS 24	4%	$ 1,342.00	x	IVB
Cross Country - Head - Boys/Girls	HS 37	8%	$ 2,684.00	x	IVB; IVC1
Dance Coach - Head	HS 115	12%	$ 4,026.00	x	
Flag Football - Head - Girls	HS 108	8%	$ 2,684.00	x	IVB
Flag Football - Assistant - Girls	HS 109	4%	$ 1,342.00	x	IVB
Football - Head	HS 1	12%	$ 4,026.00	x	IVB
Football - Assistant	HS 46	10%	$ 3,355.00	x	IVB
Football - Head - Spring	HS 84	4%	$ 1,342.00	x	IVB
Golf - Head - Boys/Girls	HS 40	8%	$ 2,684.00	x	IVB; IVC1
Rhythmic Gymnastics	HS 89	4%	$ 1,342.00	x	
Soccer - Head - Boys/Girls	HS 18	12%	$ 4,026.00	x	IVB; IVC1
Soccer - Assistant - Boys/Girls	HS 53	6%	$ 2,013.00	x	IVB; IVC1
Softball - Head	HS 21	12%	$ 4,026.00	x	IVB
Softball - Assistant	HS 50	6%	$ 2,013.00	x	IVB
Swimming - Head - Boys/Girls	HS 31	8%	$ 2,684.00	x	IVB; IVC1
Tennis - Head - Boys/Girls	HS 32	8%	$ 2,684.00	x	IVB; IVC1
Track - Head - Boys/Girls	HS 14	12%	$ 4,026.00	x	IVB; IVC1
Track - Assistant - Boys/Girls	HS 116	6%	$ 2,013.00	x	IVB; IVC1

Volleyball - Head	HS 23	12%	$ 4,026.00	x	IVB
Volleyball - Assistant	HS 49	6%	$ 2,013.00	x	IVB
Supplement Description	**Level/Code**	**% of Supplement Base**	**Supplement Amount**	**# of Supplements & Conditions Governing their Assignment are Specified in Student Activities Handbook**	**Special Provisions Referenced in Appendix B**
Weightlifting - Head - Boys/Girls	HS 35	8%	$ 2,684.00	x	IVB; IVC1
Wrestling - Head	HS 25	12%	$ 4,026.00	x	IVB
Wrestling - Assistant [1]	HS 111	6%	$ 2,013.00	x	IVB
Special Olympics Supervisor	SCH 52	6%	$ 2,013.00	x	IVG
Lacrosse - Head - Boys		12%	$ 4,026.00	x	
Lacrosse - Assistant - Boys		6%	$ 2,684.00	x	
Sand Volleyball - Head - Girls		8%	$ 2,684.00	x	
Athletics - SAIL					
Basketball - Freshman - Head	SAIL 34	6%	$ 2,013.00	x	
Cheerleading Sponsor	SAIL 36	6%	$ 2,013.00	x	
Athletics - MIDDLE SCHOOL					
Activity Director	MS 48	12%	$ 4,026.00		
Basketball - Boys/Girls	MS 55	4%	$ 1,342.00		IIC; IVC3
Cheerleader Sponsor	MS 57	6%	$ 2,013.00		IIC
Cross Country - Coed	MS 101	4%	$ 1,342.00	x	IIC
Business Manager - Athletics	MS 122	2%	$ 671.00		IIC
Football - Tackle - Head	MS 106	6%	$ 2,013.00		IIC
Football - Tackle - Assistant	MS 107	4%	$ 1,342.00		IIC
Golf - Coed	MS 64	4%	$ 1,342.00		IIC
Soccer - Boys/Girls	MS 54	4%	$ 1,342.00		IIC; IVC3
Softball - Girls	MS 66	4%	$ 1,342.00		IIC
Track - Boys/Girls	MS 65	4%	$ 1,342.00		IIC
Volleyball - Girls	MS 56	4%	$ 1,342.00		IIC
Special Olympics Supervisor	SCH 52	4%	$ 2,013.00		IVG
Athletics - ELEMENTARY SCHOOL					
Special Olympics Supervisor	SCH 52	6%	$ 2,013.00		IVF
Specialized - SPECIAL SITES					
Special Olympics Supervisor	SCH 52	6%	$ 2,013.00		IVG
Special Olympics Supervisor - Assistant - Everhart	SCH 53	3%	$ 1,006.50		
Cheerleading Sponsor - Everhart	EVH 7	6%	$ 2,013.00		
Cheerleading Sponsor - Assistant - Everhart	EVH 22	3%	$ 1,006.50		
Specialized - DISTRICT-WIDE					
Diving Coach - District-Wide HS	DIST 79	6%	$ 2,013.00	x	
Special Olympics Supervisor - District	DIST 53	9%	$ 3,019.50		IVG

[1] This supplement is authorized only on the condition that the school has a JV team

Appendix C

SCHOOL BOARD OF LEON COUNTY/ LEON CLASSROOM TEACHERS ASSOCIATION
STEP 1 GRIEVANCE FORM

NAME OF GRIEVANT:_____
WORK SITE ADDRESS:_____
HOME ADDRESS:_____
OFFICE PHONE:_____
HOME PHONE:_____

STEP 1 GRIEVANCE REPRESENTATIVE (if Grievant is represented by LCTA or other representative at Step 1, please provide the representative's name, mailing address, and phone number.)
GRIEVANCE REPRESENTATIVE'S NAME:_____
MAILING ADDRESS: _____
PHONE: _____

A. Date cause of grievance occurred:_____
B. Provisions of Contract allegedly violated (specify Article(s) and Sections of Contract):

_____
_____

C. Statement of Grievance:_____

_____
_____

D. Relief Sought:_____

_____
_____
_____

Signature of Grievant Date Filed with Supervisor_____

E. I UNDERSTAND THAT THE PROVISIONS OF SECTION 6.03 OF THE LCTA-LEON SCHOOL BOARD COLLECTIVE BARGAINING CONTRACT GOVERN SIMULTANEOUS PROCESSING OF DISPUTES THROUGH THE GRIEVANCE PROCEDURE AND IN OTHER FORUMS AND MAY AFFECT THE PROCESSING OF THIS GRIEVANCE IF I CHOOSE TO PURSUE THIS DISPUTE THROUGH ANOTHER ADMINISTRATIVE OR JUDICIAL PROCEDURE.
F. Decision of Immediate Supervisor_____

_____
_____
_____

Signature of Supervisor _____Date:_____

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

RECEIPT OF GRIEVANCE FORM

_____ _____ _____
Grievance Number Date Received Signature of Receiving Official

_____
Title

Distribution:
Grievant: 2 copies
Immediate Supervisor: 1 copy
District Office: 1 copy

SCHOOL BOARD OF LEON COUNTY/LEON CLASSROOM TEACHERS' ASSOCIATION
STEP 2 GRIEVANCE FORM

REQUEST FOR REVIEW OF STEP 1 DECISION

NAME OF GRIEVANT:_____
WORK SITE ADDRESS:_____
HOME ADDRESS:_____
OFFICE PHONE:_____
HOME PHONE:_____

STEP 2 GRIEVANCE REPRESENTATIVE (if Grievant is represented by LCTA or other representative at Step 2, please provide the representative's name, mailing address, and phone number)
GRIEVANCE REPRESENTATIVE'S NAME:_____
MAILING ADDRESS:_____
PHONE:_____

DATE OF STEP 1 DECISION:_____
Provisions of Contract (Article[s] and Section[s]) allegedly violated (as specified at Step 1):
_____
_____
_____

I hereby request that the Director of Labor Relations, acting as the Superintendent's Representative, review the attached Step 1 Decision because: _____
_____
_____
_____

DATE OF RECEIPT BY EMPLOYEE RELATIONS OFFICE:_____
Signature of Grievant_____Date:_____
A copy of the following documents is to be attached to this request at the time of its filing with the Employee Relations Office:
• Step 1 Grievance Form filed with the Grievant's supervisor;
• Step 1 Decision issued by the Supervisor; and
• All attachments to the Step 1 Decision.
Copies: The Step 2 Decision shall be provided to the Grievant by personal delivery or mail (return receipt requested). A copy shall also be provided to the Grievant's Representative and to the Grievant's Supervisor who issued the Step 1 Decision. If Grievant is not represented by LCTA, a copy shall also be provided to the LCTA Office.

RECEIPT OF GRIEVANCE FORM

_____	_____	_____
Grievance Number	Date Received	Signature of Receiving Official

_____
Title

Distribution:
Grievant: 2 copies
Immediate Supervisor: 1 copy
District Office: 1 copy

SCHOOL BOARD OF LEON COUNTY /LEON CLASSROOM TEACHERS' ASSOCIATION
STEP 3 GRIEVANCE FORM

REQUEST FOR ARBITRATION

The LCTA hereby gives notice of its intent to proceed to arbitration with the following grievance:

Grievant's Name:_____

District File #:_____

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

_____ _____
Authorized LCTA Signature Date of Receipt by Employee Relations Office

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

_____ _____
Signature of Grievant Date

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

Appendix D
Instructional Staff Salary Placement Schedule

Related Years of Experience (See LCTA Contract - Compensation)	Beginning Bachelors - **Annual**	Beginning Bachelors - **Hourly Rate**
0	$ 47,000.00	$ 31.97
1	$ 47,000.00	$ 31.97
2	$ 47,000.00	$ 31.97
3	$ 47,000.00	$ 31.97
4	$ 47,000.00	$ 31.97
5	$ 47,000.00	$ 31.97
6	$ 47,000.00	$ 31.97
7	$ 47,000.00	$ 31.97
8	$ 47,000.00	$ 31.97
9	$ 47,000.00	$ 31.97
10	$ 47,000.00	$ 31.97
11	$ 47,000.00	$ 31.97
12	$ 47,000.00	$ 31.97
13	$ 47,000.00	$ 31.97
14	$ 47,000.00	$ 31.97
15	$ 47,068.36	$ 32.02
16	$ 47,908.36	$ 32.59
17	$ 48,748.36	$ 33.16
18	$ 49,588.36	$ 33.73
19	$ 50,428.36	$ 34.31
20	$ 50,988.36	$ 34.69
21	$ 51,828.36	$ 35.26
22	$ 52,668.36	$ 35.83
23	$ 53,228.36	$ 36.21
24	$ 53,788.36	$ 36.59
25	$ 54,628.36	$ 37.16
26	$ 55,468.36	$ 37.73
27	$ 56,308.36	$ 38.31
28	$ 57,148.36	$ 38.88
29	$ 57,988.36	$ 39.45
30	$ 58,828.36	$ 40.02
31	$ 59,668.36	$ 40.59
32	$ 60,508.36	$ 41.16
33	$ 61,708.36	$ 41.98
34	$ 64,367.36	$ 43.79
35	$ 67,840.36	$ 46.15

Pursuant to Florida Statute 1012.22(1)(c)(3), a District School Board may not use advanced degrees in setting a salary schedule for instructional personnel or school-based administrators who are hired on or after July 1, 2011. Advanced degrees are paid as a salary supplement in the following amounts: Master's Degree - $1800, Ed Specialist Degree - $3600 and Doctoral Degree - $5400. **To qualify for advanced degree supplement, the advanced degree must be in individual's area of certification**

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