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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 one and one-half hours, provided they have approved 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 to 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, and the site administrator.

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 at 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 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 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.

~~The parties agree that the provisions of the "Letter of Understanding Governing Release Time for LCTA President, Leon County Schools and Leon Classroom Teachers Association, 2011-2012" shall govern release of the LCTA President on a part time basis for the 2014-2015 school year. Absent a written agreement by the parties to continue the part time approach to release time as described in the memorandum or to revise it, the provisions in paragraph 2 below shall govern release time for the LCTA President on a full time basis for the 2012-2013 and subsequent years unless and until revised by the parties.~~

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; or, if the meetings occur after hours, the committee members are entitled to up to 20 hours of comp time which can be used during the current school year, or carried forward if the time is accrued during the summer.

- 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.