

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 ~~and/or his/her designee may shall~~ meet regularly to discuss matters of mutual interest.
 2. The LCTA President and the ~~Assistant Superintendent~~ ~~Director~~ of Human Resources and Labor and Employee Relations ~~and/or his/her designee may 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 ~~may 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 the 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~~ **Bargaining Representatives** 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 ~~50~~ 100 copies to the LCTA for its use.

Article III
LEON CLASSROOM TEACHERS ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. 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 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 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.
 4. Administrators may require an employee to sign-in and sign-out if attendance issues are part of an employee's improvement plan.
2. 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 email systems excluding District email 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.

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 representative, the site representative District shall provide the site representative LCTA 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.
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 XIV
VACANCIES AND TRANSFERS**

- 14.01 Notice of all bargaining unit vacancies for positions expected to continue for at least (8) eight consecutive ~~weeks online shall be posted in an accessible location at each facility~~ and shall provide 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 2 weeks prior to the last contracted workday.
- B. Sites will post all vacancies, using LCS ATS applicant system, for at least 5 business days during the Teacher Transfer Period.
- C. Site administrators must grant an offer of an interview, at a time and place of the administrator's determination, to current LCS teachers meeting the following criteria:
 - a. The teacher must have officially applied for the specific vacancy using the LCS ATS applicants system.
 - b. The teacher must meet the minimum requirements of the position as posted in the advertisement.
 - c. The teacher must have been continuously employed with the district for three consecutive years (the teacher must have worked a minimum of 742.5 hours to qualify in each year.)
 - d. The teacher must have been rated as Effective or Highly Effective for the previous school year

~~14.02 Teacher Transfer Interview Day.~~

- ~~A. A teacher transfer interview day will be held annually to give first consideration to teachers whose instructional practices have been evaluated as Effective or higher and who have been with the District for at least three (3) consecutive years requesting a transfer prior to filling vacant bargaining unit positions. This transfer interview day will provide current and non-reappointed teachers an opportunity to be interviewed at a single site by schools with vacancies in the teachers' areas of certification. The number of schools to which a teacher may request a transfer will be six (6). Prior to the interview day, the District will publish a list of known and possible vacancies for review by all teachers.~~
- ~~B. Teachers shall be notified of the date of the Teacher Transfer Interview Day and provided no less than a one (1) week period within which to register for participation in this program.~~

- 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. In order to augment a quality educational experience for students, summer programs may be offered by the District consistent with federal, state and grant funding available to the Leon County School District. Teachers that meet the federal and state 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.

A. Compensation

1. Compensation for summer programs shall be at the employee's hourly rate of pay as provided for in the regular teaching program.

B. Application/Selection Process

1. All employees who wish to teach summer programs shall submit the appropriate application form to the Human Resources Department. The application shall include, but not be limited necessarily to, name, school assignment, area(s) of certification, number of years teaching, number of years teaching in Leon County, and number of years teaching in summer school.
2. Selection of teachers for summer programs shall be based on specific criteria. The criteria for selection of teachers for summer school shall be made known to all teachers before implementation of the selection process. Appropriate criteria shall include certification, recent experience, past summer school experience, training and work record.
3. If the summer site serves only students from that site, teachers from that site may have priority for employment.

**Article XV
UNPAID LEAVES**

15.01 Unpaid Leaves of More than Ten 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 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 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 month prior to the expected date of an adopted child's placement in the employee's home and one year after a child is born or after an adopted child is placed in an employee's home, provided that a qualified replacement is available. The employee shall submit the written request to the Superintendent, through the immediate supervisor, a minimum of thirty (30) days prior to the commencement of such leave, except in the case of emergency, and also indicate the date of its termination. Such leave may be extended for up to one additional year under the provisions of Section 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-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-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 additional day of sick leave at the end of each full calendar month of employment up to an annual total of one 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 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 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 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 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 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 professional and/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.

~~16.26 Buy Back Days~~

~~A. The Board shall provide an employee with the option of an annual payment for sick leave, personal leave, and vacation days accumulated during the school year under the following conditions:~~

~~1. A minimum balance of ten (10) days of sick and vacation must be maintained at all times.~~

~~2. The maximum number of days eligible for purchase by the Board shall be in accordance with F.S. 1012.61.~~

~~3. The value of the sick leave or vacation days purchased shall be set at the employee's current daily rate of pay multiplied by 100%.~~

~~4. All payments made under this section will be subject to federal income tax and social security tax.~~

~~5. The employee has two periods of time to buy back days. A maximum of ten (10) sick leave or vacation days can be bought back per period.~~

~~I. The first period will be from August 1 to November 31 and the payment will be on the December Payroll.~~

~~II. The second period will be from January 1 to June 30 the payment will be made on the July Payroll.~~