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Board Counter-Proposal
February 26, 2020

**Article XXI
Compensation**

For the 2019-2020 School year LCS Pay Proposal:

One-Time Pay Enhancement to be paid to in April

- A. Highly Effective Teachers will receive a one-time pay enhancement of \$2,050.00
- B. Effective Teachers will receive a one-time pay enhancement of \$1,850.00
- C. New teachers that have not received an evaluation from the district will receive a one-time pay enhancement of \$850.
 - In addition to either A or B pre-kindergarten teachers will receive an additional one-time pay enhancement of \$1,000.
 - Employer Taxes have already been deducted

Total Cost \$4.6M

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10.01 Corrective Action Plan for Discipline

4/3/2020

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- 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, correction 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 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
 - dismissal/ termination

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 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

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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 representative of the LCTA is present.

- G. The administrator/supervisor shall refrain from advising employees regarding union participation and necessity of representative 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.

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LCTA Article XII - Employment Practices

1st 12.11 Break in Service. Employees who, in a school year, have earned that year of service with a 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 30, shall be considered as having had 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.

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February 26, 2020
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13.02 Annual Contracts

The Leon County School District's Human Resource Department will shall make every reasonable 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 a an overall rating of Highly Effective or Effective for the previous year;
- ~~2. Have not received a Needs Improvement/Developing or Unsatisfactory rating in any component of the evaluation for the previous year;~~
2. Have no pending employment discipline corrective action issues; and
3. Have met all the statutory requirements for rehire.

~~The District will agree to return to the negotiating table to revisit this paragraph should c. 1001.42 (24) (b), Florida Statutes, be revised. Nothing in the section guarantees the placement of an Annual Contract teacher.~~

This section is subject to Article VI, Grievance Procedures.

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N/A

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 such 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.

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LCTA Article XXI - Compensation

Keep current language
 21.07E (24)
 CCL 21.07 E. Credit for one year's experience shall be given for each year of verified work experience above that required for vocational certification. For full-time employees appointed after August 1, 2002, the maximum credit given under this provision is ten (10) years.

21.07 G. Private School Experience Credit.

1. Beginning with the 2005-2006 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. have- 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), Northwestern Association of Schools and Colleges, Northwest Commission on Colleges and Universities (NWCCU), North Central Association of Schools and Colleges, Middle States Commission on Higher Education (MSCHE), New England Association of Schools and Colleges, New England Commission of Higher Education (NECHE), and the Higher Learning Commission (HLC) or Middle States Association of Colleges and Schools accreditation. 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 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.

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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.

21.08 Advanced Degrees.

1. 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, Northwestern Association of Schools and Colleges, Northwest Commission on Colleges and Universities, North Central Association of Schools and Colleges, Higher Learning Commission, New England Commission on Higher Education, Association of Schools and Colleges, or Middle States Commission on Higher Education, Association of Colleges and Schools 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 Personnel Office, or to the date on which the advanced degree is awarded or the appropriate experience is completed, whichever date is later.

2. 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:

[Handwritten signatures and dates]
 9/24/19
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Memorandum of Understanding

Leon County Public Schools & LCTA, LESPA, Local 1010 COVID-19 Employee Working Conditions

As you are aware, school sites are not closed but schools are closed for students. The Superintendent has not closed our schools. As such, we are expecting all employees to work apart of the LESPA and 1010 bargaining units in any manner as directed or instructed by your direct supervisor; with adequate training; to include and not limited to current job duties or new and additional job duties based upon the needs of the school and/or district. Supervisors will give directives to Employees as we work together to deliver educational opportunities to students during this unusual crisis/pandemic. Be advised that this understanding holds Leon County Schools harmless as it relates to the Emergency Pay Language in both Local 1010 and LESPA Contracts. Employees will work their contracted time at their current hourly rate.

LCS, LESPA and Local 1010 appreciate all of our employees' understanding patience and flexibility during this unprecedented time. We are proud to show our community what it means to work for Leon County Schools.

LCS will follow the Center for Disease Control and Prevention (CDC) guidelines for COVID-19 for all work locations.

1. No more than 10 persons in a particular work location area or office
2. Distancing of six (6) feet
 - a. During the time that the Department of Education has closed schools for the regular, in person classes from March 30, 2020 thru April 15, 2020, employees will be expected to work and will be paid his/her contracted hours for doing so. An employee's daily schedule and or assignment may or may not differ from his/her contracted hours so that we may serve our students and meet the CDC guidelines. An employee will work every day whether it is at Leon County School's location or from home/remotely. As soon as possible, the employees work site supervisor/administrator will communicate the specific site based schedule and requirements for work on March 30th.

- b. If an employee is unable to work on his/her flexible scheduled time, they will need to submit a leave request for that day. The request is

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for the entire contracted hours per day.

- c. If an employee is unable to work on his/her flexible scheduled time due to COVID-19 illness or mandatory quarantine, the employee will need to contact the Labor and Employee Relations Office which will advise the employee under the Families First Coronavirus Act (HR 6201).

Leon County Schools
Minimum Expectations for Classroom Teachers

During the Home Instruction period, teachers may choose to work at the school or from home. It is extremely important to maintain a high standard of professionalism during this period of home instruction. This includes maintaining a professional demeanor online (whether working from home or school), both on screen, in conversations, and in written communications.

The following information are the minimum expectations for classroom teachers:

1. Teachers should communicate with their students at least two (2) times per week.
 - a. Communication can be done through Email, Office Hours, the grading of student work, through Remind or Class Dojo.
 - b. Depending on the age level, communication with students can be done through parents as well.
2. Teachers should update their class' web page weekly.
 - a. This web page can be but is not limited to sharing weekly assignments.
 - b. A teacher's web page can share office hours and/or anything pertinent to instruction.
3. Teachers will have a minimum of 10 hours of office hours per week; at least two (2) hours per day.

- This means being present and available via phone and digitally to parents and students.
- 4. Teachers must participate in required IBP Meetings.
- 5. Teachers will participate in staff meetings conducted either by conference calls or via a web-based program such as MS Teams.

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MS 3/30/2020

Personnel Categories

Ten (10) month Instructional:

- ❖ Will provide equitable instruction to students via a blended model of virtual and paperbased instruction. The Office of Teaching and Learning and or the school principal will provide guidelines.
- ❖ Non-Classroom based instructional personnel will be provided assignments that support students from his/her school-based administrator.
- ❖ A flexible schedule that adheres to CDC guidelines with the opportunity for both on-line and on-site work will be offered.
 - * Employees will be permitted to remotely plan and provide instruction from a location of their choice.

Ten (10) month Bus Drivers and Aides:

- ❖ A flexible schedule that adheres to CDC guidelines will be provided to support schools, students and departments. No more than five (5) adults will be on the bus at one time. ❖ The employee must be available each day for the length of his/her contracted hours.
 - * Any driver/aide who has a guaranteed extra-run that normally is in his/her work schedule, will receive normal pay for this run.
 - * Any driver/aide may be assigned active delivery routes. They will be afforded the opportunity to become familiar with the route prior to actually driving the route.
 - * Opportunities to work outside of the job description will not elicit additional pay due to working out of class.

Ten (10) month School Based Non-instructional:

- ❖ Clerical staff under this category can work under the flexible schedule offered to other office staff. This includes Media Aids, Guidance Clerical and Student Service Specialists, etc.
- ❖ Paraprofessional will have a flexible schedule to support the needs of the students and teachers and school. This includes ESE paraprofessional assigned to students and also job coaches.
- ❖ The employee must be available each day for the length of his/her contracted hours.

Ten (10) month Food Service:

- ❖ A flexible schedule that adheres to CDC and Department of Agriculture guidelines will be provided to prepare student nutritional needs.
- ❖ The employee must be available each day for the length of his/her contracted hours.

Twelve (12) month Food Service:

- ❖ A flexible schedule that adheres to CDC and Department of Agriculture guidelines will be provided to prepare student nutritional needs.
- ❖ The employee must be available each day for the length of his/her contracted hours.

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LS 3/30/2020

Twelve (12) month Transportation:

- ❖ A flexible schedule that adheres to CDC guidelines will be provided to ensure the department is supporting students, schools and DOT guidelines.
- ❖ The employee must be available each day for the length of his/her contracted hours.

Twelve (12) month school based Non-instructional (excluding administrators):

- ❖ A flexible schedule that adheres to CDC guidelines with the opportunity for both on-line and on-site work will be offered.
- ❖ The employee must be available each day for the length of his/her contracted hours.

Twelve (12) month Facilities and Maintenance (excluding Administrators):

- ❖ A flexible schedule that adheres to CDC guidelines will be provided to support schools, students and departments.
- ❖ Daily work schedules will not trigger additional pay under the Local 1010 agreement under Article V: Compensation.
- 3 The employee must be available each day for the length of his/her contracted hours.

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LS 3/30/2020

Twelve (12) month District (excluding Administrators):

- ❖ A flexible schedule that adheres to CDC guidelines with the opportunity for both on-line and on-site work assignments will be offered.
- ❖ The employee must be available each day for the length of his/her contracted hours.

EDEP Coordinators:

- ❖ A flexible schedule that adheres to CDC guidelines with the opportunity for both on-line and on-site work assignments will be offered.
- ❖ The employee must be available each day for the length of his/her contracted hours.

Supplements:

- ❖ Employees will be paid their supplements as scheduled.


Grading Window:

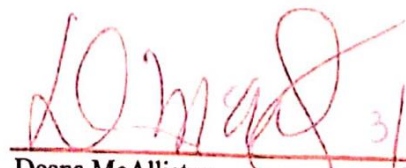
- ❖ The original grading input window deadline is scheduled to end on March 27, 2020. All grades must be uploaded by 4:00 PM.
- ❖ Use compassion and grace in assigning grades to students.

Each employee must be available during contract hours. However, if the need for a special meeting should arise a (24) twenty-four-hour notice will be provided.

Be advised that if need be, all parties will agree to offer amendments to the document should the need arise on behalf of changes in working conditions for employees in each bargaining unit.

This MOU will sunset on Friday, June 30, 2020. Both parties agree to revisit the MOU for the 20202021 school year, if needed, based upon Center for Disease Control and Prevention Updates,


Rocky Hanna
Superintendent
3/26/2020
Date


Deana McAllister
Assistant Superintendent
3/26/20
Date