

*Leon Classroom Teachers Association*  
*2019- Negotiations*  
*Session: 2*  
*Date: August 8, 2019*  
*Article 13-Evaluation (New Language)*  
*Proposal #1*

Passed 8/8/19

All Probationary and Annual Contract teachers who receive a rating of Highly Effective or three (3) consecutive years of Effective, have received no ratings in any component of the evaluation for the previous year of Needs Improvement/Developing or Unsatisfactory and have met all statutory requirements for rehire shall be recommended for reappointment by the superintendent for the following school year provided there is a position within the school for which they are certified and provided they have not received discipline in the form of a suspension with or without pay, or termination within the past two years. The District will also work to provide opportunities for displaced teachers who were rated Effective or Highly Effective on the previous year's observation instrument but non-renewed by the current worksite. Displaced teacher shall be considered for employment at any worksite applied if the employee has worked three (3) consecutive years in the district.

Office of the Director of Social Services  
New York City  
Division of Social Services  
New York City  
New York City  
New York City

Revised 8/8/19

## Section 1: Purpose

### Section 1: Purpose and Scope

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1. The purpose of this policy is to establish the minimum requirements for the employment of all employees of the City of New York, including the minimum wage, benefits, and other conditions of employment.
2. This policy applies to all employees of the City of New York, regardless of their position or the nature of their work.
3. The purpose of this policy is to ensure that all employees of the City of New York are treated fairly and equitably, and that their rights are protected.
4. This policy is intended to provide a framework for the development of specific rules and regulations governing the employment of City employees.
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## Progressive Discipline - Due Process

An employee summoned to the office of a principal or supervisor  
administration, supervisor or any other authorized person for an administrative  
conference (discussion of performance) or meeting which may lead to disciplinary action or  
discipline shall be advised that they have the right to union representation. If members not  
related to a union case which may be immediately referred to immediate action, then a  
union representative is not available for the present scheduled conference meeting, the  
conference meeting shall be rescheduled within a reasonable time period to a time when  
union representation is available. The rescheduling shall be no later than the next  
reasonable date. Employees are entitled to a fair and thorough investigation by the  
chief of their administrative unit to resolve the progressive discipline.

The following progressive steps must be followed when administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure. Factors which will be considered in determining what constitutes more severe acts include (but are not limited to) the following:

- Potential harm to the physical or mental wellbeing of a student, or students
- Aggressive behavior and/or use of physical force or use of aggressive force that exceeds what is reasonable to protect self or others from harm
- Failure to manage student behavior in class or while on campus
- Behavior that impairs the employee's effectiveness in performing her/his duties, professionalism, and confidence in the eyes of the students and parents/guardians.

Upon recommendation of progressive discipline, the investigating administrator or district designee shall inform the employee that the recommended discipline constitutes progressive discipline subject to this agreement and subject to reporting requirements by law (including, if applicable, placement in personnel files and reporting to the Florida Department of Education).

(1) Step I – Verbal Reprimand • The verbal reprimand is documented as employee discipline; however, no written memorandum is placed in personnel file. Step I shall be repeated if the behavior in question is not the same,

(2) Step II – Letter of Counseling

(3) Step III – Written Reprimand

(4) Step IV – Professional Improvement Plan

(5) Step V- Suspension without Pay

(6) Step VI- Termination

For the purpose of this process, a verbal warning is not considered part of the disciplinary procedure. Any and all memorandums or letters submitted to the employee's school personnel file will be destroyed at the end of each school year. As long as the behavior addressed has been corrected and not repeated,

***Leon Classroom Teachers Association  
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Article  
Proposal #3***

*Passed 8/8/19*

**Coverage In the Event of a Teacher Absence**

**Teacher Coverage:**

**Clarification is always needed at school sites when determining who is an isn't eligible to act as a substitute for absent teachers. The following clarifies the use of LCTA Unit employees (as specified in the collective bargaining agreement).**

**Additional compensation for teachers covering as a substitute only applies in the situations where a substitute could not be secured and where a substitute would normally be called. Every attempt to obtain a substitute will be made by site administration.**

**After the first occurrence each semester of receiving students from a divided class, basic classroom or resource teachers who receive students from another class that has been divided shall receive \$20 per day or \$10 for one half day coverage. In no way shall student be divided between more than four teachers for purpose of compensation.**

**Secondary Level**

**Teachers who, on their duty-free period, cover a class period for which no substitute has been secured, shall receive \$30 per day or \$10 per period in cases where less than 3 periods need coverage.**