

7.03 In-Service Activities.

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

B. When funding is available through grants and special entitlements for employee training, employees shall be paid \$20 per hour stipend for attending mandated in-service training beyond the contractual teaching day. The District shall provide required in-service training through the Training and Education Center at no cost to the employee. Within 30 days from 02/07/2019, the parties will convene a committee composed of seven members: three appointed from LCTA and three from district administration with the Director for Professional Learning as the chair. The chair will only vote if there is a tie. The committee will conclude its work by May 31, 2019. The committee will develop a compensation plan for in-service trainings. The committee's recommendation shall be presented to the bargaining team for final consent.

TA-2/7/19
LCTA Counter Proposal- 2/7/2019
Board Counter Proposal- 2/7/19
LCTA Counter Proposal- 11/28/18
Board Proposal-9/27/18

Article VII
PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

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

Article XVI
LCTA Response: 9/27/18
PAID LEAVES

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 ~~ninety (90)~~ one hundred twenty (120) calendar days of a person's initial employment with the District or within ~~ninety (90)~~ 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.

Article XV
LCTA Response: 9/27/18
UNPAID LEAYES

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.

Article XXI

LCTA Response: 9/27/18

COMPENSATION

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

A. Beginning with the ~~1996-97~~ **2019-20** school year, credit for one year's experience shall be given for each year of teaching or administrative experience in any state or regionally accredited public school (K-12), junior or community college, or university (graduate assistant experience shall not be counted). Credit shall also be given for teaching or administrative experience in schools outside the U.S., including a U.S. government-sponsored military base school, upon a determination by the District that such schools have the equivalent of state or regional accreditation. The affected employee shall be responsible for providing the **District's Instructional Section of the Human Resource's Department** with the necessary documentation of such experience ~~and the determination of the District shall be final. The deadline to provide the documentation of experience is no later than 120 calendar days from their date of hire the need of the first complete semester in which they [were] hired. Newly hired teachers with five or more years of experience will be placed on the salary schedule after subtracting four (4) years of experience credit.~~

The Human Resource's Department shall confirm with the affected employee that it has received all necessary documents to make its determination within five working days upon receipt.

The District shall notify the affected employee of its determination regarding credited experience within five days of making its determination. The District shall provide to the affected employee a written explanation of its rationale. The affected employee shall have ten working days to provide additional information or clarification upon receipt of the District's explanation. The District shall communicate its second determination with the affected employee within five working days.

Article XXI
LCTA Response, 9/27/18
COMPENSATION

**Article XXI
COMPENSATION**

21.18 Method of Salary Payment.

A. The District will provide pay to employees exclusively through direct deposit of the amounts owing to the employees each payday into an account at a financial institution as designated by the employee. ~~Employees will be provided with an option to access their pay from one or more financial institutions without the necessity of opening an account at that institution.~~

B. Ten-month and Twelve month employees ~~have the option of being~~ will be paid their annual salary in either 10 or 12 equal monthly payments. Current employees on the 10 pay schedule who do not voluntarily change to the 12 month schedule will be grandfathered in. Current employees will have until the first week of preplanning for the 2019-2020 school year to notify Human Resources of their intentions to change to a 12 month pay schedule. Beginning with the 2019-2020 school year all new employees will be paid their annual salary in 12 equal monthly payments. ~~Employees may exercise this option by filing the appropriate forms with their site administrators prior to the end of the second preplanning day. Employees hired after the first day of the employee contract year will have up to five (5) days to determine their payment option. The payment preference decision is irreversible for that school year, but may be revisited annually. Employees who do not make a timely choice will be paid on a 12 payment basis. All employees assigned to year round tracks in schools shall be on a 12 month pay cycle.~~

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

D. Benefits will not be deducted from the first and last payments for employees on the 12-payment option. ~~June and July checks for 12 payment option employees will be delivered to their cost centers for distribution on the last workday of June or July. Employees may choose to have these checks mailed to their home address.~~

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

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

TA - 11/28/2019

Teacher Salary Supplements-Academic

ROTC- percentage of supplement case: 6%

Supplement amount: \$1830

Teacher Salary Package 2018/2019

Number of Teachers	2,250
Salary Scale Increase	x <u>1,500</u>
	\$3,375,000
Benefits	x 1.159
	\$ 3,911,625
Number of Teachers	2,250
Performance Pay	x 150/125 (<u>145</u>)
	\$326,250
Benefits	x 1.159
	\$ 378,123
Best and Brightest	<u>\$ 300,000</u>
	\$4,589,748

SALARY SUPPLEMENTS

I. Assignment of Supplements.

- A. All supplements listed in this appendix are granted only on the basis of one school year.
- B. Available Supplements and Vacancies.

1. Site administrators shall ~~make a reasonable effort to identify~~ provide all instructional employees (i.e., instructional employees covered by this Contract) at their site, or at other sites, who are qualified and willing an opportunity to assume supplemental responsibilities as described in this Appendix and accompanying chart at the beginning of the school year. To this end, the site administrator shall provide a list of all ~~filled and vacant~~ site supplements and a procedure for applying to employees on the first day of preplanning at the beginning of the year, within twenty (20) days of the beginning of the school year. Applications and d Documentation pertaining to the evaluation and selection of an applicant, shall be retained for three years, and available upon request.
2. As vacancies or new supplements occur, employees will be informed via email and by posting on the LCTA bulletin board at least five (5) work days prior to filling such vacancy. A list of all supplements, the supplement amounts, and persons receiving supplements shall be provided to employees via and by posting on the LCTA bulletin board by October 15 by the site administrator. ~~If one instructional staff is not chosen from the school, then the vacancy will be advertised to instructional staff throughout the county for another five (5) days. LCTA bargaining unit employees will be given priority consideration for hiring over candidates external to the bargaining unit.~~
3. Site administrators are discouraged from assigning supplemental responsibilities to non-instructional District employees who work at an hourly rate and are eligible for overtime (nonexempt employees) as well as persons who are not otherwise employed by the District since these persons must be paid at an hourly rate for such assignments and are also normally eligible for overtime to the extent that their total hours worked for the District exceeds forty (40) hours in a workweek.
4. When there is a vacancy in a supplemented ~~coaching~~ position, the following procedure will be implemented:
 - a. Qualified instructional staff applicants will be sought from within the school.
 - b. Qualified instructional staff applicants will be sought from other schools within the district, except that a high school is not required to seek applicants from other district high schools to fill a coaching vacancy.
 - c. Qualified applicants will be sought from within the school.
 - d. ~~Qualified applicants will be sought from other schools within the district, except that a high school is not required to seek applicants from other district high schools to fill a coaching vacancy.~~

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

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

Article XIII
LCS Response 11/28/18
EVALUATION

- G. Employees in the certified bargaining unit shall not evaluate other employees of the unit.
~~unless an agreement is established through negotiations. Teachers may only provide input to administrative evaluations regarding the performance of employees outside of the Associations bargaining unit.~~

Article VII
PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

7.01 Employee Workday and Workweek.

A. Employee Workday - Standard and Extended.

TA- 01/29/2019

1. Standard Workday. The beginning and ending time of the employee workday may be varied to meet ~~local~~ individual school needs. The standard workday for employees shall be seven (7) consecutive hours and thirty (30) minutes.

TA- 01/29/2019

2. Extended Workday. The School Board may adopt a written plan for an extended workday consisting of no more than eight (8) hours and thirty (30) minutes at one or more instructional sites. This plan shall include the educational purpose to be achieved by the extension of the workday. LCTA shall be provided with the proposed plan as soon as practicable. Implementation of the plan shall not occur prior to a discussion with LCTA about the impacts on teacher's working conditions, wages and terms. Employees at a school where such extended workday is to be implemented shall be provided with written notice that the District plans to implement an extended workday at their school. Employees' pay shall be increased proportionally consistent with the extended workday (see Section 21.03). A permanent employee assigned to a school that is to have an extended workday who desires to transfer to a school on a standard workday shall be provided with such an opportunity.

7.02 Employee Assignments.

A. General.

1. All professional duties shall be assigned to employees in a fair and equitable manner. TA- 01/29/2019
2. When an employee received prior permission to miss an assigned duty, the site administrator shall take no punitive action related to employee discipline or employee evaluation ratings.
3. The site administrator will provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events, District events, or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties and shall not preclude the site administrator from scheduling additional duties or activities as the need arises.

B. Assignments within the Workday.

1. Employee activity/duty assignments within the workday shall be determined by the site administrator, in cooperation with the Shared Decision-Making Council if such exists at the school.
2. Employees shall at all times during the school year have input into developing their teaching schedules. TA- 01/29/2019
3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Teachers will be given the opportunity to indicate their preference of grade level, teaching assignment, and schedule.
4. Assignments at the beginning of the school year shall be made in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. All other assignments shall be made in writing two weeks in advance of the scheduled duty. Assignments may be made later than these dates due to unforeseen circumstances.
5. Assignments may be revised as needed.

C. Assignments beyond the Employee's Workday and Workweek.

1. No employee shall be required to stay beyond their scheduled workday or to participate in activities outside their scheduled workweek without being assigned a specific professional duty. Professional duties may include school and district level assignments such as job-related meetings, committees, conferences, PTA/PTO meetings, and supervisory assignments. and
2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty. TA- 01/29/2019
3. Extracurricular Activities. Employee participation in extracurricular activities after the workday for which compensation is not provided shall be strictly voluntary. The site administrator shall take no punitive action related to employee discipline or employee evaluation ratings. The failure to volunteer in extracurricular activities will not impact employee evaluations.

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

7.17 Professional Courtesy

- A. The parties are committed to a work atmosphere characterized by “professional courtesy” and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory communications, verbal or nonverbal, shall be made by any employee to any employee, especially in the presence of other District employees, students, parents or other visitors. Critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.
- B. No employee shall receive adverse comments from the site administrator, especially in the presence of students or faculty members regarding performance evaluation. All comments regarding an employee's professional performance shall be communicated directly to the employee.