

TA BS 6/22/22  
WTS 6/22/22  
CA 06/22/22  
Jm 6/22/22  
LCS Proposal 6/22/2022

Article XXI  
COMPENSATION

~~21.01 Employee Salaries for 2014-2015 School Year.~~

- ~~A. The 2014-2015 annual salary rate of employees shall be as described in the 2014-2015 salary schedule (Appendix D). The increases represented by this schedule shall be effective as of January 12, 2015. All salary paid from January 12, 2015 will be paid at rates on the salary schedule in Appendix D.~~
- ~~B. If any portion of the salary increases described in paragraph A above is paid retroactively, such retroactive pay shall be provided in a lump sum check only to those employees employed by the Board on the day following the date this Contract is ratified by the Board and then only to the extent the employees were employed during the period of retroactivity.~~
- ~~The parties agree this salary schedule is effective through the end of fiscal year 2016. A new salary schedule will be negotiated for fiscal year 2017.~~

21.02 Employee Rate of Pay.

- A. The rate of pay shall be paid to employees under the following circumstances:
1. Additional Instructional Responsibilities.
    - a. Employees who agree to be assigned to teach a sixth (6<sup>th</sup>) period shall be paid at their regular hourly rate for the additional assigned teaching time. Such employees shall be paid for an additional hour for an additional period of assigned instruction. Such employees shall be provided planning time which is equivalent in length to that provided to other employees at the site and which shall be worked within an employee's extended day.
    - b. Employees who agree to be assigned to teach a period outside of the regular academic day shall be provided an academic assistance supplement in accordance with Appendix B. Should an employee work less than the entire year, the supplement will be prorated for the amount worked.
  2. Additional Non-instructional Responsibilities. Employees may agree to be assigned non-instructional responsibilities that extend beyond the standard workday. The time assigned for such responsibilities shall be determined by the site administrator or the District and the employee shall be paid for the additional assigned time at their regular hourly rate.
  3. Unpaid Leave. Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Contract shall be made at their regular hourly rate of pay.
  4. Summer School, Evening School, Other Programs. Employees employed in summer school, evening school, and/or other programs whose compensation rate is not stated in Article XXI shall be paid at their regular hourly rate of pay. All employees appointed hourly-as-needed for less than 18.75 hours per week shall be paid up to a maximum of pay level six on the teacher salary schedule. All employees appointed hourly-as-needed for 18.75 or more hours per week shall be paid up to a maximum of pay level seven on the teacher salary schedule.
  5. Development of Curriculum and Instructional Materials. Employees whose services are utilized in the design and/or development of curriculum and instructional materials to include diagnostic and/or evaluative assessment instruments shall be compensated at their regular hourly rate.
  6. New Hire: All teachers shall be issued a ~~Notice of Employment commitment~~ **Formal Offer Letter** within thirty (30) days of hiring. The **Offer Letter** will provide the ~~existing salary schedule~~ **current salary placement** and a statement that the employee's salary shall be consistent with the total number of verified creditable years of service of the new hire.
- 21.03 An employee whose regular contractual duties are extended beyond the employee's regular appointed work year, or who is appointed to an extended work year as described in Section 23.01, shall be paid at their daily rate of pay for each additional day of such extended duties (at the employee's regular annual contract salary, as stated on the teacher salary schedule, divided by the number of days in the standard work year [see Section 23.01]).
- 21.04 Compensation for Summer School, Evening School, Other Programs, Hourly-as-Needed, and Annual Program-Based Instructional Employees.
- A. Full-time employees employed in programs (such as Lively Technical School) which continue their program beyond the regular school year will, during the summer, receive planning and lunch time consistent with the regular program.
- B. Hourly-as-Needed Instructional Personnel.
1. Hourly-as-needed instructional employees who teach fewer than an average of 18.75 hours a week over the course of an academic term shall not receive benefits, nor shall such employees be provided planning time or duty-free lunch.

2. ~~Instructional employees appointed hourly as needed as described in this section shall be paid up to the level on the teacher salary schedule commensurate with six years teaching service.~~
  3. Regular full-time employees who are also employed in an hourly-as-needed capacity shall not accrue additional benefits in that capacity except that social security and retirement benefits shall be paid on the compensation provided to such employee in their hourly-as-needed status.
- C. Annual Program-Based Instructional Employees.
1. Annual program-based instructional employees who are appointed for a school year and who teach an average of at least 18.75 hours per week over the course of an academic term but do not qualify as regular instructional employees under the provisions of paragraph D below are eligible for retirement and social security benefits and may participate in a health care program, group term life insurance, dental care program, vision care program, tax-deferred annuity program, and cancer/intensive care program. If participating in the health care program, such employees shall receive the negotiated Board contribution toward their health insurance. These employees will not be eligible for sick leave nor shall such employees be provided planning time or duty-free lunch.
  2. Time accrued as an annual program-based instructional employee shall not be counted for the purpose of acquiring a professional services contract.
  3. ~~Annual program-based instructional employees appointed as described in this section shall be paid up to a maximum of pay level seven (7) on the teacher salary schedule.~~
- D. Beginning with the 1996-97 school year, all positions that have scheduled contact of twenty-six (26) hours or more per week for more than half of the school year, with an average daily attendance of twenty-five (25) or more, shall become regular full-time instructional employees.
- 21.05 Compensation for employees whose training services are utilized by the Teacher Education Center or other such similar programs in the District shall be paid \$28 per hour. For training delivered on non-school hours, preparation time on non-school hours equal to the presentation time may be compensated at the rate of \$28 per hour when release time is not provided during the contract.
- Employees requested to provide in-service training programs during the school day shall be given release time for such presentations and preparation time equal to the presentation period. If release time is not provided, the employee shall be compensated at his/her hourly rate for preparation time equal to the presentation time.
- 21.06 Compensation at the rate of \$20 per hour will be provided to employees who are approved to participate in voluntary staff development activities for which in-service credit is awarded, subject to the availability of funding.
- 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 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. The deadline to provide the documentation of experience is no later than 120 calendar days from their date of hire.
- 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.
- B. Credit for up to three (3) years of wartime military experience or three (3) years of instructional experience in the military related to the employee's instructional assignment shall be granted to employees hired after July 1, 1979. Wartime military experience shall be as defined in Sections 238.06 and 121.021(20), F.S. Employees receiving or eligible to receive credit for military experience prior to July 1, 1979, shall receive such credit.
  - C. Credit for one year's experience is to be given for a major portion of a year's work (i.e., ½ plus one day). Out-of-state and Florida experience which occurs during the same school year may be combined.

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:

- one thousand eight hundred (\$1,800) for a Master's Degree;
- ~~two thousand, four hundred dollars (\$2,400) for an Education Specialist Degree;~~
- three thousand six hundred (\$3,600) for an Education Specialist Degree; and
- five thousand four hundred (\$5,400) for a Doctoral Degree.

It will be the employees' responsibility to provide the District's Human Resources Department documentation of his/her advanced degree and proof of certification in the area of his/her advanced degree. Only one advanced degree supplement may be earned by each employee hired after June 30, 2011. If an employee becomes entitled to the advanced degree supplement mid fiscal year, the supplement will be provided in full divided among remaining paychecks. If an employee becomes entitled to a greater advanced degree salary supplement mid fiscal year, the employee will be entitled to the difference between the greater supplement and advanced degree supplement already received divided and provided in full among remaining paychecks. Current employees who remain on the "grandfathered" salary schedule will continue to earn the Masters, Specialist or Doctoral degree salary as outlined in the current Collective Bargaining Agreement. No additional supplement for "grandfathered" employees will be awarded.

- 21.09 Appeal Process. In the event that a request for salary credit for advanced degrees or for prior teaching experience is initially denied by District staff, the request shall be referred to a joint LCTA/District committee for review and final determination. The committee shall be comprised of two (2) LCTA and two District representatives; the Director of Human Resources Personnel Services or his/her designee shall serve as Chair of the committee and the President of LCTA and the Director of Labor and Employee Relations shall serve as ex officio members. This committee shall meet as needed upon notice of the Director of Labor and Employee Relations and shall render a determination in writing no later than twenty (20) days after such meeting.
- 21.10 Life Insurance. The Board shall provide, without cost to the employee, group term life insurance for a 12-month period in the amount of \$30,000 to be paid to the appropriately designated beneficiary.
- 21.11 Health Insurance Program.

A. The Board will make available to eligible employees a group health insurance program. The Board shall contribute the following percentages of the premiums charged by each of the health care plans, including the premium for mental health care, offered by the District through its health care program, effective with the plan year beginning October 2006:

- 80.00 percent of the individual coverage premium; and
- A dollar amount that is equal to the 80% Board contribution at the single premium level for the plan selected by the majority of covered employees, plus 60% of the remaining Plus 1 and Family coverage premium.

In no case shall the Board's contribution exceed 100 percent of the premium costs for the program in which the employee is participating.

#### Two-Employee Coverage.

1. Two-Employee/Two-Person Coverage. Each employee covered under two-employee/two-person coverage shall pay the individual employee's cost for single coverage.
2. Two-Employee/Family Coverage. Each employee covered under two-employee/family coverage shall pay the individual employee's cost for single coverage.

The District will provide for the payment of premiums by payroll deduction for employees for such plan. The Board health insurance contribution shall be made in ten (10) installments.

- 21.12 The District shall make tax-deferred annuity programs through payroll deduction available to all employees other than those paid in an hourly-as-needed status who work less than 18.75 hours per week or whose employment is not expected to continue beyond one semester. Other payroll deduction options, including any Internal Revenue Service approved tax-sheltered "cafeteria plan," may be offered by the Board when available.
- 21.13 The District shall notify all employees of any changes in the insurance coverage provided herein at least ten (10) days prior to the effective date of the change and shall provide each new employee with a description of insurance coverage within ten (10) days of the beginning of the school year or date of employment. The District will be responsible for providing insurance information in the form of applications and/or enrollment meetings.
- 21.14 Benefits Committee. A committee shall be established to evaluate the current benefits program and review proposed changes to such program. This committee shall monitor the current plan and recommend to the Superintendent and

- Association any changes it determines are necessary. The Benefits Committee shall consist of at least five (5) members, two of whom shall be LCTA appointees and one of whom shall be the Director of Labor and Employee Relations.
- 21.15 An employee who must use his/her personal automobile on District business shall be reimbursed at the current rate established by the Board for such travel. Such mileage reimbursement shall not include routine travel to and from the employee's home and the school to which assigned. In order to receive the mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.
- 21.16 The District's system of directly depositing employee pay into an account at financial institutions that enter into a written direct deposit agreement with the District will be the exclusive method of paying the amounts owed each payday, as described in paragraph 21.18A below
- 21.17 If there is an overpayment of salary or supplement to the employee:
- A. The Payroll Department will notify the employee as quickly as possible and within 24 hours of the discovered overpayment;
  - B. Only the amount of overpayment will be returned to the District; and
  - C. A mutually agreed upon repayment plan shall be implemented by the Payroll Department if an employee requests such a plan due to his/her inability to make immediate repayment. Such repayment plan shall ordinarily not extend beyond the end of the fiscal year in which the overpayment is identified.
- 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.
  - B. Ten-month and Twelve month employees 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.
  - C. 10-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.
  - D. ~~Benefits will not be deducted from the first and last payments for employees on the 12-payment option, based upon the payment basis of the employee, i.e. those paid on a 12-month basis will have 12 deductions taken for benefits and those on a grandfathered 10-month basis will have 10 deductions.~~
  - 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.
- 21.19 Retirement Incentive.
- A. An employee who attains his/her normal retirement date, prior to the beginning of the succeeding school year, shall have ten (10) percent of his/her annual salary, excluding supplements, added to his/her annual salary provided that s/he, by December 1 of the school year of his/her normal retirement date: (1) completes the necessary procedures through the Coordinator of Employee Related Benefits and; (2) resigns effective at the end of the school year. This sum will be paid in the last six (6) checks. Retirement eligibility period will run from the beginning date of one school year to the beginning of the succeeding school year. This retirement incentive is not available to employees who choose to participate in the Deferred Retirement Option Program (DROP).
  - B. 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. (2008).
- 21.20 Deferred Retirement Option Program (DROP) Participants. Upon entering Deferred Retirement Option Program, employees who are members of the Sick Leave Bank are eligible to continue such membership as provided in Board Policy 3420.01—Voluntary Sick Leave Bank.
- 21.22 Employment After Retirement. An individual who is appointed after retiring from the Leon County Schools or from any other public or private employer shall be granted applicable service credit for purposes of placement on the salary schedule to a maximum of twenty (20) years. ~~Such individuals shall then advance on the schedule in successive years based on additional years of service credit earned after their appointment.~~ These individuals who are appointed after retiring shall be appointed to an annual contract, including a one (1) year probationary period if not previously employed as a teacher by the District.

#### ~~21.23 Universal Calculation of Bonus~~

- A. All classroom teachers as defined by Chapter 1012.01 (2)(a), Florida Statutes (2017) and other instructional personnel included in the LCTA unit who are rated as highly effective on their final 2016-2017 school year evaluation will be eligible for a \$1200 bonus.
- B. All classroom teachers as defined by Chapter 1012.01 (2)(a), Florida Statutes (2017) and other instructional personnel included in the LCTA unit who are rated as effective on their final 2016-2017 school year evaluation will be eligible for a \$800 bonus.
- C. The bonuses will be distributed in the Spring 2018 upon receipt of partial funding from the Florida Department of Education pursuant to Florida Statutes.
- D. The bonus amounts and employer matching Social Security and Medicare will be calculated in the same manner as the Florida Department of Education calculates their bonus amounts.