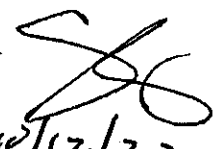


LCS Counter Proposal 10.12.22

TA - J. Spitt  10/12/22
WIS 10/12/22

LCS Compensation Counter Proposal

(du) 10/12/22
10/12/22 @

10/12/22 BA

LCS Proposal:

Base Salary Increase: \$3,322 (new Base \$47,000)

Minimum Salary Increase: \$2,214

\$258,000 to Fund ESE Service Providers Supplement – OT/PT, SLP, School
Psychologist

\$200,000 to fund 10% increase in the Supplement Base

Total: \$7,033,175

Article VII

PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

7.01 Employee Workday and Workweek.

A. Employee Workday - Standard and Extended.

1. Standard Workday. The beginning and ending time of the employee workday may be varied to meet individual school needs. The standard workday for employees shall be seven (7) consecutive hours and thirty (30) minutes.
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 a teacher's working conditions, wages and terms of employment. 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 at their hourly rate 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.
3. The workday shall include:
 - a. Lunch Period. Employees shall have a duty-free lunch period equal to the student lunch period in that building. For employees who volunteer to serve lunch duty a duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to provide the equal duty-free time immediately before or immediately after the lunch duties. On planning days, the lunch period shall be one hour.
 - b. Planning/Preparation Period.
 - (1) All elementary school employees in the District shall have at least five (5) hours per week during the workday for the purpose of planning. Every effort will be made to ensure that at least 4 out of 5 planning periods will be reserved for individual planning time weekly. Site administrators shall make reasonable efforts, consistent with staffing and program needs, to maximize and protect teacher planning time and to provide such employees with at least forty (40) consecutive minutes of duty-free planning time during the workday; a minimum of thirty (30) consecutive minutes of duty-free planning time shall be provided. Site administrators shall provide employees at the same school with equal planning time to the extent possible consistent with program and staffing needs. Activities such as team or department planning related to the delivery of instruction are appropriate activities to be carried out during planning time and are not to be considered "duty". Planning for secondary teachers is covered in Section 8.02.
 - (2) Elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as planning/preparation/conference periods except for those unusual circumstances when a teacher is assigned to supervise students during such time. Teachers who are assigned supervision during special area shall receive compensatory time.
 - (3) When an employee does not receive his/her regular planning time as a result of a site administrator directing the employee to substitute for another employee's assigned classroom duties or to be involved in an activity that is not related to the delivery of instruction, the employee shall receive compensatory time in accordance with Section 7.04 or the loss of planning time shall otherwise be provided for by the site administrator. Directing teachers to substitute for another employee's classroom duties shall be used only on an emergency basis; substituting for another employee's assigned classroom shall be done on a rotational basis when possible. Record of such substitutions shall be documented and maintained at the site level.
 - c. Teaching Periods and Time for Other Duties. All duty time shall be considered contact time and shall not be part of the employee's planning/preparation period.

TA J Butte 10/12/22
WAS 10/12/22

10/12/22
10/12/22
10/12/22
10/12/22

- B. **Employee Workweek.** The workweek shall not exceed five (5) consecutive working days, Monday through Friday, in a seven-day week, and includes those professional duties as prescribed in Section 7.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the site administrator. The total amount of time in the employee's workweek shall consist of the number of minutes in the employee's scheduled workday times five (5) days.

7.02 Employee Assignments.

A. General.

1. All professional duties shall be assigned to employees in a fair and equitable manner.
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.
4. Employees whose assignments require travel between two (2) or more locations in the District are authorized to be reimbursed for the mileage associated with such travel under the provisions of Board Policy 6550—Travel and Per Diem, and Administrative Procedure 6550—Travel Guidelines. Travel to and from an employee's home shall not be reimbursed.
5. Employees will not be required or assigned to collect or transport money for programs outside of their area responsibility.

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.
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.
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.
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 or reappointment decisions.

D. Compensated Assignments Beyond the Standard Work Schedule (Workday, Workweek, or Work Year).

1. Assignments in addition to the employee's work schedule during or beyond the school year for which compensation is provided including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the employee, with the following exceptions:
 - a. An employee may be appointed to an extended work year under the provisions of Section 23.01.
 - b. An employee may be appointed to an extended workday under the provisions of Section 7.01A2.
 - c. The District also may require employees to perform additional compensated assignments beyond the work year under the following conditions: (a) Such assignments are incident to implementation of, or compliance with, state or federal mandates; (b) The assignments do not

extend beyond five days; and (c) Written notice is provided to employees no fewer than twenty (20) days prior to the final instructional day of the employee work year. LCTA shall be notified of such proposed assignments at least thirty (30) days prior to the final instructional day of the work year and shall be provided the opportunity to review such proposed assignment with the principal, Division Director, and Director of Labor Relations to ensure compliance with these conditions. Additionally, an employee may be exempted from participating in such assignments upon submitting a timely request for such exemption.

E. Leon County Schools Virtual Schools Program

1. The Leon County Virtual Schools Program (LCSVSP) Calendar Year will be August through the following July. The Daily Program Work Schedule will be August through the following May after regular teaching day (4-8pm daily)
2. Teachers working with LCSVSP during summer school will work June – July 11 am to 3 pm, Monday thru Thursday)
3. Teachers working with LCSVSP must hold a valid Florida teaching certificate in the field appropriate to the class being taught. Preference will be given to current Leon County School District teachers with experience, training, and/or demonstrated ability in instruction in virtual programs.
4. Program Staffing and Special Employment Conditions
 - a. General Employment Conditions.
 - (1) Employee Selection. Employees will be selected by, and serve at the pleasure of, the Leon County Schools Virtual Schools Program. Employees will be appointed in a "supplement" status.
 - (2) Employee Attendance. Regular, consistent attendance is a condition of employment in this program. An employee who must be absent due to illness or an emergency shall notify the Leon County Schools Virtual Schools Program Coordinator as soon as possible.
 - b. Special Employment Conditions
 - (1) Position Responsibilities.
 - (i) Teachers will be assigned a "Virtual Class" or "Virtual Classes".
 - (ii) ~~Teachers must~~ The District will provide the use of a computer capable of maintaining a high-speed internet connection for their entire virtual class.
 - (iii) Teachers must be "virtually" available each school day from 4-8 pm. During summer hours the time may be modified by the teacher, but must be four hours a day.
 - (iv) Teachers must have access to a phone for calling/responding to students during the teachers scheduled time.
 - (v) Teachers will use the tracking and monitoring system integrated into the student's assigned virtual course. The system provides for continual monitoring of the student's progress and their scheduled benchmarked progress status.
 - (vi) Teachers will be responsible for all virtual school required recordkeeping and reporting.
 - (2) Compensation.
Leon County Virtual School Teachers will be paid a supplement in the amount of five thousand dollars (\$5,000.00) for a year-long virtual course or two thousand five hundred dollars (\$2,500.00) for a one semester virtual course.
 - (3) Training.
Teachers are required to attend a training session not to exceed ten (10) hours. Compensation will be provided for such training at the rate of twenty dollars (\$20.00) per hour.
 - (4) Worksites.
Classes will be held virtually. Teachers may work from home. Students will attend class on line.

JW
10/11/22

SBS
10/12/22

WAF
10/12/22

10/12/22
CS

10/12/22
CS

F. Lively Technical College

- 10/12/22
for
10/12/22
10/12/22
(K)
1. Employees who are hired at Lively Technical College understand that they may work a non-traditional schedule based on scheduled programs to include nighttime and/or weekend hours. Instructors understand that they may be asked to work instructional hours not consistent with traditional K-12 scheduled hours. Planning time may be altered and offered to instructors after students scheduled hours or all hours on a singular day. Lively instructors whose program extends beyond the 196-day teacher contract will be paid hourly for student contact time plus planning time as offered in the traditional schedule.
2. Employee Workweek
- a. Instructors at Lively Technical College may work Saturdays and/or evening hours depending on course offerings. Instructors who work days outside the traditional calendar will receive hourly compensation to include student contact time and planning time.
3. Assignments within the workday:
- a. Instructors at Lively Technical College will be required to teach the multiple courses within their program. Courses are delineated in the program-specific career and technical education frameworks as outlined by the Florida Department of Education and published annually online.

10/12/22
JH
10/12/22
10/12/22
10/12/22

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 Deliberate Practice Plan, 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 LCFA 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.
- C. In-service funds shall be placed in each cost center's budget to support individual employee training requests and other school-based in-service.
- D. No more than two (2) half days of District-wide in-service, as authorized by the Superintendent, shall be held on designated planning days.

7.04 Compensatory Time. Compensatory time shall be granted when the following provisions are met.

- A. Earning of Compensatory Time.
1. Compensatory time shall be earned only for duties assigned specifically in advance by the site administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
 2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.
 3. The nature of employee assignments beyond the scheduled workday, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the Shared Decision-Making Council if such exists at the school, consistent with the provisions of this Contract. Assignments may be revised as needed.
 4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, parent-teacher organization meetings and activities, and school open houses.

B. Use of Compensatory Time.

1. Previously earned compensatory time may only be used with the prior approval of the site administrator on planning days, including pre- and post-planning nonstudent days, at the end of the regular school day after student hours for purposes such as voting or to provide an employee the ability to leave the site on the day immediately preceding an employee holiday, or at such other times when an employee is not assigned student instruction or supervision. An employee may also request the use of personal leave for such purposes under the provisions of Section 16.09.
 2. All unused compensatory time will lapse at the end of the annual employee contract year or upon the resignation of the employee.
 3. No monetary reimbursement shall be awarded for compensatory time.
- C. Within the first thirty (30) days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section. Such plan shall be developed in cooperation with the Shared Decision-Making Council if such exists at the site and a copy of the plan shall be forwarded to the District's supervisors.

7.05 Meetings.

A. Faculty Meetings.

1. Faculty meetings shall be limited to one per month scheduled in advance; however, the Shared Decision-Making Council, if such exists at the site, may call additional meetings. Additional meetings also may be called at the discretion of the site administrator to meet the critical needs of the school or District. In order to minimize the need for additional faculty meetings, the site administrator shall make efficient use of electronic communication to timely disseminate information as well as items requiring employee action.
2. A 72-hour notice shall be provided for any required faculty meeting which extends beyond the standard or extended workday by more than one-half hour, but any required meeting for which the 72-hour notice has not been provided may be extended beyond the additional one-half hour by majority vote of the employees in attendance. Employees who are unable to accommodate a meeting extension beyond one-half hour for which the 72-hour notice has not been provided shall be excused.
3. A site administrator may require attendance at such meetings up to these limits.

B. District Meetings. No required District-level meeting may extend more than two and one-half (2½) hours beyond the student day.

7.06 Rules and Policies.

- A. Employees shall comply with rules and policies adopted by the Board or the Superintendent and perform all professional duties assigned by their immediate administrative supervisor, subject to the provisions of Section 7.08D.
- B. Rules or policies adopted, prescribed, or formulated by the Board or Superintendent shall be made available to employees through the District website. Employees shall be notified by the site administrator or immediate supervisor of school policies and access to such policies shall be made available to employees in a central location.

7.07 School Facilities.

- A. A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.
- B. Telephone facilities will be available to employees in each school and facility for school and/or personal use. When an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the site administrator will make efforts to ensure the privacy of the call.
- C. The Board agrees to make a lounge available for employees in each school.
- D. The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.
- E. The District shall provide regular maintenance and inspection of classrooms and other learning areas of each school or site to maintain such facilities in a clean condition and in compliance with applicable safety and health laws, rules, and regulations.

- F. Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, or construction workers. Disruptions through the intercommunication system and other disturbances shall be kept to a minimum.
- G. When making an assignment for vacant, constantly assigned work areas, priority consideration shall first be given to an employee who has worked at the site for one or more years without having constantly assigned space. This assignment shall not have a negative impact on specific programs.
- H. Employees shall be given all keys or other access devices necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys and their operation of security systems in keeping with the procedures as outlined in policy or regulation.
- I. Employees may request that the site administrator issue keys and other access devices prior to the official pre-planning week of each school year to prepare their classrooms for the start of school.

7.08 Health and Safety.

- A. The District shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.
- B. The site administrator shall make his/her building and grounds as safe as possible and shall be responsible for enforcing all state statutes and rules adopted by the Board. An employee whose physical safety is threatened, either orally or in writing, shall report the occurrence in writing to the site administrator or his/her supervisor within twenty-four (24) hours. The site administrator or supervisor shall take appropriate action.
- C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facility to their site administrator on appropriate forms as provided. The site administrator will promptly investigate and attempt to have corrected conditions that s/he determines to be hazardous or potentially dangerous. The site administrator shall reply to the concern in writing if the employee's concern is communicated in writing. LCTA may schedule a meeting with site and District representatives under the provisions of Section 2.02 if significant safety and health issues at a site have not been addressed to the satisfaction of employees within a reasonable time after being reported in writing to the site administrator.
- D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.
- E. Employees shall not be required to search students but shall promptly report suspicious circumstances to the site administrator for prompt investigation and appropriate response.

7.09 Classroom Observations. Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the site administrator and the employee has either consented or been informed at least forty-eight (48) hours in advance excluding weekends and holidays. Such observations shall be no longer than one hour in length. Upon request, a building administrator or designee may be present in the employee's classroom during the entire observation period.

7.10 Employees will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.

7.11 Supervisory duties for employees who serve two (2) or more schools shall be prorated to the fractional equivalent of employment in each school.

7.12 Teachers shall have two (2) weeks to enter grades and shall make every reasonable effort to timely enter their grades in FOCUS. 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 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.

7.13 A student's IEP/504 Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of an inclusion model, provided that the implementation is consistent with the student's IEP/504 Accommodation Plan. It shall be the joint responsibility of the school site and the District to determine and provide for the training needs of employees assigned to teach in an inclusion model. Employees who have medically fragile students in their classroom should have appropriately

10/12/22
see

10/12/22

10/12/22

10/12/22

10/12/22

10/12/22

trained personnel accessible at all times. Site administrators should make a reasonable effort to allow employees who prefer working in the inclusive environment to have the first opportunity for the assignment. Site administrators shall keep class size in an inclusion model as small as possible consistent with staffing and program needs.

- 7.14 Site administrators shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs and/or 504 Plans. These accommodations may include securing a substitute to enable the employee to prepare these documents during the workday. All ESE Case Managers, Teachers of the Gifted, 504 School Contacts, and ESE/504 Services Providers who are responsible for authoring IEPs, 504 Plans, or EPs will be provided one (1) paid working "administrative" day each nine (9) weeks that school is in session to work on student plans, billing and other necessary and related tasks. During this time, these teachers shall not be pulled for other duties such as supervision, class coverage, or testing administration unless in the case of an emergency. These "administrative days" cannot fall on a teacher planning day. This work must be completed at the school site and cannot be used in place of leave or to offset other hours worked. Each impacted teacher will submit a request to their on-site administrator at least 10 days prior to utilizing an administrative day.
- 7.15 ~~Whenever possible, Individual Education Plans IEP/504 plan/MTSS/PST meetings should not be scheduled during student contact time.~~
- 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.
- 7.18 ~~Administering Testing:~~

~~A. Employees shall not be required to administer standardized tests unless properly trained.~~

~~B. Training shall occur during the workday or else employees shall be compensated at their hourly rate of pay. Compensation for training outside the workday shall also be paid for online training.~~

JS
10/12/22

10/12/22
(JS)

10/12/22
LS

WTS
10/12/22

10/12/22
(KS)

10/12/22
12/12/22
10/12/22
10/12/22
10/12/22

Article VIII
CLASS SIZE - CLASS LOAD

- 8.01 Class size shall not be used as a punitive measure against an employee. Within a given site, the administration shall provide equitable teaching loads to employees teaching identical courses, consistent with considerations of scheduling, curriculum, teacher concerns and preferences, student needs and preferences, and physical space constraints.
- 8.02 Any high school or middle school employee whose assignment consists primarily of student instruction shall have an instructional supervisory load during the student day that does not exceed five (5) hours and fifteen (15) minutes of pupil-teacher contact time and that includes a preparation/conference period. Teachers assigned primarily to traditional instruction shall have no more than three (3) different course preparations; those assigned to use other instructional delivery models such as computerized instruction may have more than three (3) course preparations depending upon the delivery model and what is entailed as a "preparation" under that model. Other high school and middle school employees whose assignments do not consist primarily of instruction (such as guidance counselors and media specialists) shall be provided the opportunity in their normal workday to schedule time in which interaction with students and parents is limited to facilitate planning and preparation. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where such assignments constitute the majority of the employee's assigned duties. Individual employees may agree in writing to instructional supervisory loads that differ from those above. ~~Beginning with FY 2017 Leon County Schools and Leon Classroom Teachers Association will establish a committee to develop an implementation plan that may transition all instructional employees, whose primary assignment is student instruction, to a supervisory load consistent across all grade levels. This plan may be implemented during that year or subsequent years.~~
- 8.03 Elementary art, music, and P.E. employees shall not be required to teach more than eight (8) instructional periods per day. In addition, reasonable travel time shall be included in the scheduling of instructional periods which shall not be considered as planning time.
- 8.04 All elementary instructional employees shall have no more than twenty-five (25) clock hours of pupil-contact teaching assignments per week, not including individual student conferences that may be scheduled by the employee on relief periods, with the exception of the schools that are on an extended day schedule.
- 8.05 When an employee believes that class size is a problem in their class, or has a concern regarding the number of course preparations (see Section 8.02 above), the employee and the administrator shall meet about the concern and explore alternative solutions. If the concerns of the employee are not addressed to his/her satisfaction, the employee may request in writing a meeting with the site administrator and a district-level administrator; the employee may also request that an LCTA representative be present at the meeting. The meeting shall be scheduled within five (5) days of the written request. The site administrator will forward the decision to the employee within five (5) days of the meeting.

Article X
EMPLOYEE AUTHORITY AND PROTECTION

10.01 Corrective Action Plan for Discipline

- A. No employee shall be corrected for discipline including reprimand 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 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 representation of the LCTA is present.
- G. The administrator/supervisor shall refrain from advising employees regarding union participation and necessity of representation 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.

10.02 Personnel Files.

- A. Derogatory materials relating to work performance or other matters that may be cause for discipline that are to be placed in an employee's District or school site personnel file are to be provided to the employee by personal delivery or mail, return receipt requested. The employee may respond in writing to the derogatory material, which response shall be attached to the material in the file(s).
- B. Employees may review and copy the materials in their school site or District personnel file under conditions necessary to provide for its integrity and safekeeping. The employee may be charged the authorized District charge for copying such materials.

10.03 If in the lawful performance of his/her prescribed duties an employee is:

- A. Complained against, or sued, as a result of any action taken by him/her, the Board agrees to exercise its right to defend that employee to the extent permitted by law, and time for appearances before a judicial body shall result in no loss of wages or reduction in accumulated leave;
- B. Injured, the employee shall be considered eligible for leave and benefits as provided in Section 16.12.

10.04 Reimbursement for Damaged Personal Property. The District, through its Risk Management Office, will repay or reimburse employees the current value of any clothing or other personal property damaged or destroyed in the course of the legal

performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. This repair and reimbursement provision does not apply to clothing or personal property that is not reasonably related and appropriate to an employee's assignment such as expensive jewelry (other than wedding and engagement rings), expensive watches, electronic devices such as cell phones, high-fashioned clothing, etc. In case of employee negligence, the Board will not be responsible for reimbursement or replacement of an employee's personal property. Claims for reimbursement must be filed with the Risk Management Office within three (3) days of the time of the incident; forms for this purpose are available through that office.

10.05 Classroom Discipline and Control. The District agrees to give support and assistance to employees with respect to control and discipline in the classroom. The District additionally agrees to provide a written statement governing the use of punishment of students to all employees not later than the first week of each school year. In keeping with these guidelines, an employee may impose customary classroom discipline where necessary. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employee in accordance with state law.

- A. ~~Teachers and other instructional personnel may undertake the following actions detailed in section 1003.32 Florida Statute, in accordance with District policy and any school-specific behavior management guidelines:~~
- B. Student discipline shall be addressed by site administrators within a reasonable timeframe.
- C. ~~Referrals shall not be written under another bargaining unit employee's name and will not be modified without notation or deleted without notification.~~

10.06 Zero Tolerance.

- A. The District is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts.
- B. Each site administrator will emphasize Board policies and procedures relevant to State and Federal Juvenile Justice and zero tolerance requirements with all employees at the beginning of each school year.

10.07 Assaults on Employees – Reporting Crimes of Violence.

- A. Any case of assault on an employee shall be promptly reported to the site administrator or his/her designated representative. The Board agrees to provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling the incident with law enforcement and judicial authority.
- B. An employee who knows or has reason to suspect that a person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of Section 1006.13, F.S. The Superintendent and each site administrator shall fully support good-faith reporting in accordance with this provision. Any person who makes a report required by law in good faith shall be immune from civil or criminal liability for making the report.

10.08 Removal of Students from the Classroom.

- A. An administrator or a designated person shall be in the building at all times when students are present to handle discipline problems and emergencies.
- B. Consistent with Section 1003.32, F.S., Board Policies 5500—Student Conduct/Discipline; 5540—The Schools and Investigations Involving Students; 5610.01—Emergency Removal of Students; and Administrative Procedures 5500—Juvenile Justice Information; and 5610—Student Discipline, an employee may:
1. Send a student to the site administrator's office to maintain effective discipline in the classroom. The site administrator shall respond by employing appropriate discipline-management techniques consistent with the student code of conduct under Section 1006.07, F.S.
 2. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.
 3. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or District personnel.
 4. Remove a student from class (see paragraph 5 below for provisions relevant to ESE students) whose behavior the employee determines is so unruly, disruptive, uncontrollable, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. If an employee has such a student removed from class, the site administrator may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program as provided by Section 1003.53, F.S., or the site administrator may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-

sponsored or school-related activities. The site administrator may not return the student to that employee's class without the employee's consent unless the committee, established under Section 1003.32, F.S. (see provisions stated below), determines that such placement is the best or only available alternative. The employee and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

1. The provisions of Section 1003.32(6), F.S., providing for a Placement Review Committee are as follows: Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership must include at least the following:

- Two (2) teachers, one selected by the school's faculty and one selected by the teacher who removed the student; and
- One member from the school's staff who is selected by the principal.

The teacher who withheld consent to readmitting the student may not serve on the committee.

2. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Superintendent.

5. Have an ESE student removed from class for behavior that is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate upon compliance with the provisions of Board Policy 5500—Student Conduct/Discipline/Discipline Procedures for Students with Disabilities, and State Board Rule 6A-6.0331 addressing ESE students.

- C. An employee who removes twenty-five (25) percent or more of his/her total class enrollment shall be required to complete professional development to improve classroom management skills.

- 10.09 The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning the students. These records shall contain infractions with dates and action taken. (Reference Board Policy 7.08 and Administrative Procedures D-2a, 2b, 2c, and D-15.)

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 (6th) 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.~~

Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association

Whereas the parties agree that for the 2022-2023 School Year, Astoria Park Elementary School is rated by the Florida Department of Education to be a school to participate in accordance with the implementation of Differentiated Accountability requirements.

Whereas HB 7069 amended Florida Statutes 1001.42(21) to allow parties to negotiate special provisions of its contract with bargaining units to free schools with a school grade of "D" with the ability to implement interventions and strategies needed to improve student performance. The intent of the School Board of Leon County, Florida and the Leon County Teachers Association is to address and implement the statutory requirements associated with Differentiated Accountability.

Accordingly, the parties have identified the following programs and strategies to improve student performance pending approval of the Department of Education:

1. Highly Qualified Instructional Staff

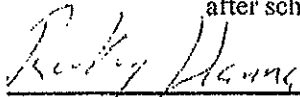
- a. Instructional staff assigned to identified Turnaround/Transformation Schools must be highly qualified and certified in-field
- b. Instructional staff (including hourly and part-time teachers who have assigned courses and issue grades) must hold a valid Florida Professional Educator's Certificate, or Florida Educator's Certificate, or Statement of Status Eligibility.
- c. Instructional staff assigned to work at a Turnaround/Transformation School must meet the requirements of the Florida Department of Education School Improvement Grants Section 1003(g).

2. Increased Rigor/Curriculum Alignment and Pacing/Assessment

- a. The Committee Assessment Team (CAT) at the Turnaround/Transformation Schools, in collaboration with District-based personnel, will develop and implement School Improvement Plan(s) to address involvement by all teachers to raise student achievement.
- b. Periodic reviews and classroom visits at the Turnaround/Transformation School will be conducted by the Assistant Superintendent for Academic Services or designee.
- c. Instruction in Turnaround/Transformation Schools will be implemented using specific curricula, specific teaching strategies and instructional materials based on the strategies defined in the School Improvement Plan and those identified as a result of the periodic reviews.

3. Job-Embedded Professional Development/Common Planning

- a. Teachers assigned to Turnaround/Transformation Schools may be required to participate in District or school-site developed Professional Development beyond the regular work day/work week up to 12 hours per semester with at least one week prior notice. The content of the school-wide Professional Development for the school year will be determined to identify the Professional Development topics to be addressed. Compensation in accordance with Article 21.06 shall be provided for required professional development, which takes place outside of normal contracted hours.
- b. Instructional coaches will support teachers.
- c. Counselors, social workers, and community involvement specialists may be required to attend these after school meetings to collaborate on student data. (Parents may be invited to attend these meetings).


Rocky Hanna
Superintendent


Date

Brett Shively

Director, Human Resources


Scott Mazur

President, LCCTA


Chris Segal

Executive Director, FEA


Date


Date

Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association

Whereas the parties agree that for the 2022-2023 School Year, **Hartsfield Elementary School** is rated by the Florida Department of Education to be a school to participate in accordance with the implementation of Differentiated Accountability requirements.

Whereas HB 7069 amended Florida Statutes 1001.42(21) to allow parties to negotiate special provisions of its contract with bargaining units to free schools with a school grade of "D" with the ability to implement interventions and strategies needed to improve student performance. The intent of the School Board of Leon County, Florida and the Leon County Teachers Association is to address and implement the statutory requirements associated with Differentiated Accountability.

Accordingly, the parties have identified the following programs and strategies to improve student performance pending approval of the Department of Education:

1. Highly Qualified Instructional Staff

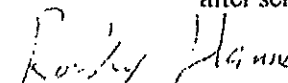
- Instructional staff assigned to identified Turnaround/Transformation Schools must be highly qualified and certified in-field
- Instructional staff (including hourly and part-time teachers who have assigned courses and issue grades) must hold a valid Florida Professional Educator's Certificate, or Florida Educator's Certificate, or Statement of Status Eligibility.
- Instructional staff assigned to work at a Turnaround/Transformation School must meet the requirements of the Florida Department of Education School Improvement Grants Section 1003(g).

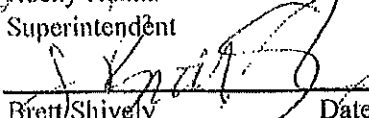
2. Increased Rigor/Curriculum Alignment and Pacing/Assessment

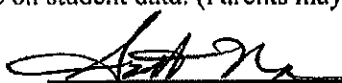
- The Committee Assessment Team (CAT) at the Turnaround/Transformation Schools, in collaboration with District-based personnel, will develop and implement School Improvement Plan(s) to address involvement by all teachers to raise student achievement.
- Periodic reviews and classroom visits at the Turnaround/Transformation School will be conducted by the Assistant Superintendent for Academic Services or designee.
- Instruction in Turnaround/Transformation Schools will be implemented using specific curricula, specific teaching strategies and instructional materials based on the strategies defined in the School Improvement Plan and those identified as a result of the periodic reviews.

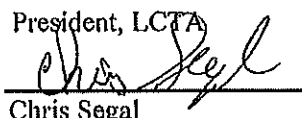
3. Job-Embedded Professional Development/Common Planning

- Teachers assigned to Turnaround/Transformation Schools may be required to participate in District or school-site developed Professional Development beyond the regular work day/work week up to 12 hours per semester with at least one week prior notice. The content of the school-wide Professional Development for the school year will be determined to identify the Professional Development topics to be addressed. Compensation in accordance with Article 21.06 shall be provided for required professional development, which takes place outside of normal contracted hours.
- Instructional coaches will support teachers.
- Counselors, social workers, and community involvement specialists may be required to attend these after school meetings to collaborate on student data. (Parents may be invited to attend these meetings).

 9/19/22
Rocky Hanna
Superintendent Date

 9/19/22
Brett Shively
Director, Human Resources Date

 9/19/22
Scott Mazur
President, LCTA Date

 9/19/22
Chris Segal
Executive Director, FEA Date

Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association

Whereas the parties agree that for the 2022-2023 School Year, **Apalachee Elementary School** is rated by the Florida Department of Education to be a school to participate in accordance with the implementation of Differentiated Accountability requirements.

Whereas HB 7069 amended Florida Statutes 1001.42(21) to allow parties to negotiate special provisions of its contract with bargaining units to free schools with a school grade of "D" with the ability to implement interventions and strategies needed to improve student performance. The intent of the School Board of Leon County, Florida and the Leon County Teachers Association is to address and implement the statutory requirements associated with Differentiated Accountability.

Accordingly, the parties have identified the following programs and strategies to improve student performance pending approval of the Department of Education:

1. Highly Qualified Instructional Staff

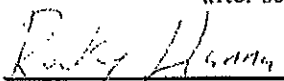
- a. Instructional staff assigned to identified Turnaround/Transformation Schools must be highly qualified and certified in-field
- b. Instructional staff (including hourly and part-time teachers who have assigned courses and issue grades) must hold a valid Florida Professional Educator's Certificate, or Florida Educator's Certificate, or Statement of Status Eligibility.
- c. Instructional staff assigned to work at a Turnaround/Transformation School must meet the requirements of the Florida Department of Education School Improvement Grants Section 1003(g).

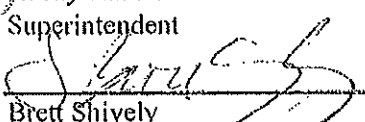
2. Increased Rigor/Curriculum Alignment and Pacing/Assessment

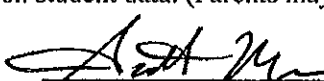
- a. The Committee Assessment Team (CAT) at the Turnaround/Transformation Schools, in collaboration with District-based personnel, will develop and implement School Improvement Plan(s) to address involvement by all teachers to raise student achievement.
- b. Periodic reviews and classroom visits at the Turnaround/Transformation School will be conducted by the Assistant Superintendent for Academic Services or designee.
- c. Instruction in Turnaround/Transformation Schools will be implemented using specific curricula, specific teaching strategies and instructional materials based on the strategies defined in the School Improvement Plan and those identified as a result of the periodic reviews.

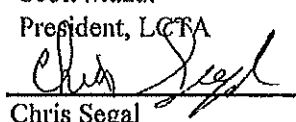
3. Job-Embedded Professional Development/Common Planning

- a. Teachers assigned to Turnaround/Transformation Schools may be required to participate in District or school-site developed Professional Development beyond the regular work day/work week up to 12 hours per semester with at least one week prior notice. The content of the school-wide Professional Development for the school year will be determined to identify the Professional Development topics to be addressed. Compensation in accordance with Article 21.06 shall be provided for required professional development, which takes place outside of normal contracted hours.
- b. Instructional coaches will support teachers.
- c. Counselors, social workers, and community involvement specialists may be required to attend these after school meetings to collaborate on student data. (Parents may be invited to attend these meetings).


Rocky Hanna
Superintendent
9/19/22
Date


Brett Shively
Director, Human Resources
9/19/22
Date


Scott Mazur
President, LCCTA
9/19/22
Date


Chris Segal
Executive Director, FEA
09/19/22
Date

Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association

Whereas the parties agree that for the 2022-2023 School Year, **Springwood Elementary School** is rated by the Florida Department of Education to be a school to participate in accordance with the implementation of Differentiated Accountability requirements.

Whereas HB 7069 amended Florida Statutes 1001.42(21) to allow parties to negotiate special provisions of its contract with bargaining units to free schools with a school grade of "D" with the ability to implement interventions and strategies needed to improve student performance. The intent of the School Board of Leon County, Florida and the Leon County Teachers Association is to address and implement the statutory requirements associated with Differentiated Accountability.

Accordingly, the parties have identified the following programs and strategies to improve student performance pending approval of the Department of Education:

1. Highly Qualified Instructional Staff

- a. Instructional staff assigned to identified Turnaround/Transformation Schools must be highly qualified and certified in-field
- b. Instructional staff (including hourly and part-time teachers who have assigned courses and issue grades) must hold a valid Florida Professional Educator's Certificate, or Florida Educator's Certificate, or Statement of Status Eligibility.
- c. Instructional staff assigned to work at a Turnaround/Transformation School must meet the requirements of the Florida Department of Education School Improvement Grants Section 1003(g).

2. Increased Rigor/Curriculum Alignment and Pacing/Assessment

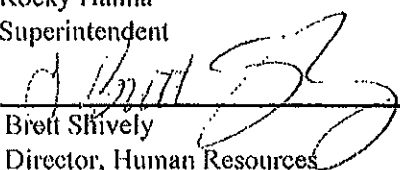
- a. The Committee Assessment Team (CAT) at the Turnaround/Transformation Schools, in collaboration with District-based personnel, will develop and implement School Improvement Plan(s) to address involvement by all teachers to raise student achievement.
- b. Periodic reviews and classroom visits at the Turnaround/Transformation School will be conducted by the Assistant Superintendent for Academic Services or designee.
- c. Instruction in Turnaround/Transformation Schools will be implemented using specific curricula, specific teaching strategies and instructional materials based on the strategies defined in the School Improvement Plan and those identified as a result of the periodic reviews.

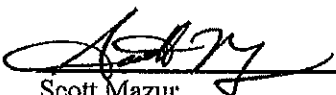
3. Job-Embedded Professional Development/Common Planning

- a. Teachers assigned to Turnaround/Transformation Schools may be required to participate in District or school-site developed Professional Development beyond the regular work day/work week up to 12 hours per semester with at least one week prior notice. The content of the school-wide Professional Development for the school year will be determined to identify the Professional Development topics to be addressed. Compensation in accordance with Article 21.06 shall be provided for required professional development, which takes place outside of normal contracted hours.
- b. Instructional coaches will support teachers.
- c. Counselors, social workers, and community involvement specialists may be required to attend these after school meetings to collaborate on student data. (Parents may be invited to attend these meetings).

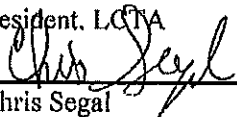

Rocky Hanna
Superintendent


Date


Brett Shively
Director, Human Resources


Scott Mazur
President, LCCTA


Date


Chris Segal
Executive Director, FEA


Date

Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association

Whereas the parties agree that for the 2022-2023 School Year, **John G. Riley Elementary School** is rated by the Florida Department of Education to be a school to participate in accordance with the implementation of Differentiated Accountability requirements.

Whereas HB 7069 amended Florida Statutes 1001.42(21) to allow parties to negotiate special provisions of its contract with bargaining units to free schools with a school grade of "D" with the ability to implement interventions and strategies needed to improve student performance. The intent of the School Board of Leon County, Florida and the Leon County Teachers Association is to address and implement the statutory requirements associated with Differentiated Accountability.

Accordingly, the parties have identified the following programs and strategies to improve student performance pending approval of the Department of Education:

1. **Highly Qualified Instructional Staff**
 - a. Instructional staff assigned to identified Turnaround/Transformation Schools must be highly qualified and certified in-field
 - b. Instructional staff (including hourly and part-time teachers who have assigned courses and issue grades) must hold a valid Florida Professional Educator's Certificate, or Florida Educator's Certificate, or Statement of Status Eligibility.
 - c. Instructional staff assigned to work at a Turnaround/Transformation School must meet the requirements of the Florida Department of Education School Improvement Grants Section 1003(g).
2. **Increased Rigor/Curriculum Alignment and Pacing/Assessment**
 - a. The Committee Assessment Team (CAT) at the Turnaround/Transformation Schools, in collaboration with District-based personnel, will develop and implement School Improvement Plan(s) to address involvement by all teachers to raise student achievement.
 - b. Periodic reviews and classroom visits at the Turnaround/Transformation School will be conducted by the Assistant Superintendent for Academic Services or designee.
 - c. Instruction in Turnaround/Transformation Schools will be implemented using specific curricula, specific teaching strategies and instructional materials based on the strategies defined in the School Improvement Plan and those identified as a result of the periodic reviews.
3. **Job-Embedded Professional Development/Common Planning**
 - a. Teachers assigned to Turnaround/Transformation Schools may be required to participate in District or school-site developed Professional Development beyond the regular work day/work week up to 12 hours per semester with at least one week prior notice. The content of the school-wide Professional Development for the school year will be determined to identify the Professional Development topics to be addressed. Compensation in accordance with Article 21.06 shall be provided for required professional development, which takes place outside of normal contracted hours.
 - b. Instructional coaches will support teachers.
 - c. Counselors, social workers, and community involvement specialists may be required to attend these after school meetings to collaborate on student data. (Parents may be invited to attend these meetings).
4. The student contact time will increase by 1.25 hours.
5. Accordingly, teachers will be compensated at their hourly rate for the additional time beyond the contracted day.
6. The school's starting and stopping time will need to be adjusted as follows:
 - a. Student Instructional Day: 8:15 AM-2:50 PM
 - b. Teacher Instructional Day: 7:45 AM-3:30 PM

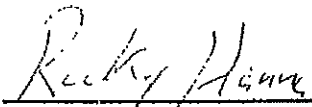
Memorandum of Understanding

Between

The District School Board of Leon County

The Leon County Teachers Association


7. Special emphasis on reading and math instruction will be developed and strategies implemented throughout the school year with guidance from school leadership, the math and reading coaches and classroom teachers.
8. The additional 15 minutes of instruction must be provided only by teachers or reading specialists who are effective in reading or by a K-5 mentoring program that is supervised by a teacher who is effective at teaching reading.
9. "Effective in teaching reading" is defined as teachers who demonstrate increased student achievement in reading using the following progress monitoring tools.
10. One day of each week, the teachers work day will be extended by 45 minutes and teachers will be compensated. This time may include but is not limited to teacher led planning, administrative led planning, data chats or professional development/learning.



Rocky Hanna
Superintendent

9/19/22

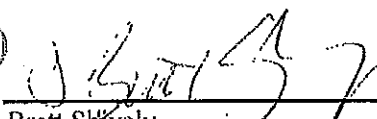
Date



Scott Mazur
President, LCTA

9/19/22

Date



Brett Shively
Director, Human Resources

9/19/22

Date



Chris Segal
Executive Director, FEA

09/19/22

Date

LCTA Proposal 07.27.22

22.03

The Board agrees to deduct ~~1/10th~~ of the annual dues of the LCTA from the monthly salary payments to employees who have on file a payroll deduction authorization card based upon the payment basis of the employee, i.e. those paid on a 12-month basis will have 12 deductions taken for dues and those on a grandfathered 10-month basis will have 10 deductions.

A handwritten signature in black ink, appearing to be the initials 'CS'.A handwritten signature in black ink, appearing to be the initials 'AD' inside a circular flourish.