

## Appendix B

### SALARY SUPPLEMENTS

#### PERFORMANCE PAY SALARY SCHEDULE ADJUSTMENTS DIFFERENTIATED PAY CRITICAL SHORTAGE PAY SUPPLEMENTS

#### I. Assignment of Supplements

- A. All supplements listed in this appendix are granted only on the basis of one school year. Upon an informal performance review employees may be reappointed at the discretion of the site administrator. Appointment into a supplemental role is considered to be "at will" throughout the year, and the individual may be removed at any time. However, if the supplemented individual is removed without reason, the positions supplement will be paid out in full. All supplement-only positions will be considered vacant at the end of the season or year, those positions will be advertised and filled as outlined in Appendix B I.B.4.
- B. Available Supplements and Vacancies.
1. Site administrators shall provide all instructional employees at their site, an opportunity to assume supplemental responsibilities as described in this Appendix and accompanying chart as vacancies occur ~~at the beginning of the school year~~. To this end, the site administrator shall provide a list of all ~~vacant~~ site supplements to employees on the first day of preplanning at the beginning of the year. Selection for supplemental duties shall be the responsibility of the site administrator and may be based on either objective or subjective criteria. Documentation pertaining to the evaluation and selection of applicant, shall be retained for three years and available upon request. ~~If a grievance is filed which contests a supplemental position appointment, and the grievance is sustained at any level, the grievant shall be paid the full supplemental amount regardless of supplemental duties performed.~~
  2. As vacancies or new supplements occur, employees will be informed via email and by posting on the LCTA bulletin board at least five (5) work days prior to filling such vacancy. A list of all supplements, the supplement amounts, and persons receiving supplements shall be provided to employees via email and by posting on the LCTA bulletin board by October 15 by the site administrator. For supplemental positions filled after this date, site administrators will make every effort to update the LCTA bulletin board and shall email the list to their instructional staff as needed to reflect the information pertaining to the filled positions.
  3. Site administrators are discouraged from assigning supplemental responsibilities to non-instructional District employees. ~~Who work at an hourly rate and are eligible for overtime (nonexempt employees) as well as persons who are not otherwise employed by the District since these persons must be paid at an hourly rate for such assignments and are also normally eligible for overtime to the extent that their total hours worked for the District exceeds forty (40) hours in a workweek.~~
  4. When there is a vacancy in a supplemented position, the site administrator shall notify employees at their respective site of the vacancy, and provide instructions on how to apply for consideration. The following procedure related to order of consideration will be implemented. However, nothing in this procedure should be misconstrued to limit the site administrator's discretion as it relates to candidate selection. Every effort shall be made to first hire instructional staff.
    - a. Qualified instructional staff applicants will be sought considered from within the school.
    - b. Qualified non-instructional staff applicants will be considered from within the school.
    - c. Qualified instructional staff applicants will be sought considered from other schools within the district, except that a high school is not required to seek applicants from other district high schools to fill a coaching vacancy.
    - d. ~~Qualified applicants will be sought from within the school. Qualified applicants from outside the school district will be considered.~~

If the position remains vacant after such action, the site administrator may assign one supplemented coaching activity each year to a teacher from within the school where the vacancy exists.
- C. The Student Activities Handbook contains an outline of the duties to be performed in the major categories of supplements listed in the chart below. ~~A copy~~ An electronic version of this handbook shall be provided to each site administrator, athletic director, and the Leon Classroom Teachers Association (LCTA) President, ~~made available on the Leon County Schools District website.~~ Notification of any updates shall be made to LCTA within 5 business days.



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- D. As supplemental pay assignments are made, the site administrator will provide the employee with the District's list of duties/expectancies that the employee is to perform in that assignment. Supplemental salaries will be paid only if these duties/expectancies are performed.
- E. Supplements are to be paid for assignments performed in addition to regular instructional duties. All employees receiving supplements shall carry a full instructional or instructional-related load.
- F. An employee who is to perform supplemental activities at a worksite that is not his/her primary worksite (i.e., at a secondary worksite) shall complete a "Supplemented Activities - Secondary Site Approval Form." The approval form is to be signed by the employee and site administrators at both the primary and secondary worksite prior to the employee engaging in such supplemented activity. The employee is to provide a copy of the completed approval form to both site administrators.

**II. Supplement Amounts**

- A. Supplement percentages will be calculated on a Supplement Base. The Supplement Base will be ~~increased for the 2017-2018 school year by 10% or approximately \$2,800 (from \$27,700 to \$30,500). \$33,550.~~ It is the intent of the parties that the Supplement Base will be increased in succeeding years subject to the availability of funding.  
~~\*The new supplement base increased from \$30,500 to \$33,550 as of the 22-23 school year.~~
- B. A Department Chair or Team Leader in an area at any school site with a minimum of three employees, including the Chairperson or Team Leader, shall be supplemented at the rate of four (4) percent, plus one-half percent per person over the minimum of three (3), to a maximum of ten (10) percent.
- C. In elementary and middle schools, the amounts provided for assigned supplements as listed in the supplement schedule may be changed upon recommendation by the site administrator and approval by either the School Advisory Council (SAC) or the Shared Decision-Making Council (SDMC). Increases/decreases in the individual supplements may not exceed two (2) percent
- D. The minimum amount of a supplement shall be one percent of the base salary upon which supplements are calculated, notwithstanding any other provisions of Appendix B.
- E. All high school supplements shall be divided into the following six (6) categories:

Director	15 percent
Major Activity Coach	12 percent
Minor Activity Coach	8 percent
Major Activity Assistant	6 percent
Minor Activity Assistant	4 percent
Sponsor	4 percent

**III. Number of Supplements**

- A. Any employee, other than high school athletic directors (see paragraph IV D), may receive more than one supplement, but not more than three (3) supplements, for duties performed in any one school year. For purposes of applying this limitation, each supplement shall be counted against the maximum of three (3), notwithstanding that two or more of such supplements may be provided through the same supplement code as contained in the teacher supplement chart. ~~If a person has three supplements and applies for an additional the next person in line shall receive the supplement.~~ Exceptions to this policy may be made upon recommendation by the site administrator and approval by either the School Advisory Council or the Shared Decision-Making Council.
- B. The number of high school supplements assigned in each activity area listed on the supplement chart shall not exceed the number authorized in the Student Activities Handbook—High School, regardless of fund source. Exceptions may be made only upon prior written approval of the Executive Director for Secondary Schools and the Director of Interdivisional Support Services.

**IV. Special Provisions for Athletic Supplements**

- A. Athletic supplements shall be classified as major or minor in accordance with Section IIE of this appendix.
- B. Prorated increases will be provided to employees receiving supplements for FHSAA sponsored activities where the season is extended because of participation in the postseason state series. The supplement amount will be increased by ten (10) percent if weekly contests, or by five (5) percent with biweekly contests.
  - Weekly contests include the following: cross country, football, flag football, swimming, wrestling, golf, tennis, track, and weightlifting. Biweekly contests include: volleyball, basketball, soccer, baseball, and softball. Band and chorus will receive one week of extended pay for participation in State festivals and for attendance at State football playoffs when directed by the administration. Cheerleader sponsors will receive extended pay only for the basketball season. Athletic trainers will receive extended season pay one time per sports season (fall, winter, spring) based on the schedule above.



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- C. Coaching Both Boys and Girls Teams
1. An employee who coaches the boys and girls teams of the same high school minor sport shall receive 3/4 of the sum total of the supplements in those cases where the level of participation by students exceeds twenty (20) and the sports seasons dates are the same (these sports are cross country, golf, swimming, tennis, and weightlifting). The remaining 1/4 of the total supplement amounts may be assigned to an assistant coach who must also coach both teams. In such instance, the head coach and assistant coach must attend both boys and girls meets/matches.
  2. A high school employee may not coach the boys and girls teams of the same major sport.
  3. Middle school employees may receive the full supplements for coaching both the boys and girls team in the same sport as long as the sports seasons do not run concurrently and neither sport is classified as a coed sport.
- D. High School Athletic Directors will be employed twelve (12) months and will be paid 12/10 of their annual salary during the summer. Directors shall be appointed eight (8) hours per day during the school year and during the summer. High School Athletic Directors will receive the Athletic Director Supplement, but shall not be provided receive compensation for additional athletic compensated supplemental assignments. The eight (8) hours per day and "no additional supplements" provisions shall be effective at the beginning of the 2009 summer.
- E. High school head football coaches not employed 12 months will be provided three weeks additional employment on an annual basis.
- F. Athletic Trainers will receive one twelve (12) percent supplement per sports season (fall, winter, spring). They will also be eligible to receive extended season pay one time per sports season.
- G. The full Special Olympics Supervisor supplement is to be paid to employees who perform the additional duties beyond their regular instructional/supervisory load for all three (3) Special Olympics activity seasons. The supplement is to be prorated if the employee provides the additional coaching/supervisory duties for fewer than the three (3) seasons. The District Special Olympics Supervisor supplement is to be paid to an employee who performs additional duties beyond the employee's regular instructional/supervisory load throughout the entire school year, as well as some summer responsibilities.
- H. Supplements for club sponsors/coaches that are not listed below due to the approved activity being wholly funded through authorized booster organizations or other non-District fund sources shall not exceed the amounts stated below for a major activity coach or assistant coach.
- I. The site administrator shall ensure that a person with appropriate administrative authority is present at scheduled home athletic events.
- V. Other Conditions and Special Provisions
- A. Teachers working in full-time 12-month administrative roles do not fall under the LCTA salary schedule, but instead are subject to salary placement and increases deemed appropriate by the Superintendent. All other provisions of the contract apply.
  - B. Supplemental pay assignments are official school-sponsored activities. While in the performance of these assignments, employees shall be covered by the benefits of employment normally received during the regular course of their work.
  - C. Industrial Arts teachers will be assigned to supplemental duties by the building administrator. High schools may increase/decrease this amount by two (2) percent.
  - D. Supplements provided to individuals otherwise employed by the District shall be paid on the individual's regular payroll cycle. In the instance where an individual has been paid for all or a portion of a supplemental assignment that is subsequently not performed, the District is authorized to deduct the applicable amount from the individual's regular District pay pursuant to Section 21.18. Supplements provided to individuals not otherwise employed by the District shall be paid at the conclusion of the season, or extended season where applicable.
  - E. Pursuant to 21.02 B.1.b., teachers who agree to teach a period outside of the regular academic day shall be provided an academic assistance supplement in the amount of four thousand five hundred dollars (\$4,500.00). Should a teacher work less than the entire year, the supplement will be prorated for the amount worked.

PERFORMANCE PAY SALARY SCHEDULE ADJUSTMENTS  
DIFFERENTIATED PAY and CRITICAL SHORTAGE PAY SUPPLEMENTS

VI. PERFORMANCE PAY

Performance Pay salary schedule adjustments for "Effective" and "Highly Effective" instructional staff hired on or after July 1, 2014 will be determined through negotiations with the Leon Classroom Teachers Association after the number of effective and highly effective instructional staff is determined, and with the intent to comply with Florida Statute



1012.22. All Highly Effective Instructional Staff and Effective Instructional Staff hired on or after July 1, 2014 shall be paid on the Performance Pay Schedule adopted herein as required by Florida Statute 1012.22 (1)(c)(4.) (a.). All instructional staff hired prior to July 1, 2014 shall be paid on the "Grandfathered Schedule," as adopted herein, as required by Florida Statute 1012.22 (1) (c) (4.) (a.). Instructional staff on the Grandfathered Schedule may opt to participate in the Performance Pay Schedule, but with the consequence of losing Continuing Contract status or Professional Service Contract status for the duration of their employment with Leon County Schools, and upon such election be employed on an annual contract basis, with no possibility for the remaining years of employment with Leon County Schools to return to the Grandfathered Schedule, in accordance with Florida Statute 1012.22 (1)(c)(4.) (a.). The Board herein enacts a Performance Pay option for instructional staff on the Grandfathered Schedule who earn Highly Effective and Effective ratings, but at performance pay amounts not to exceed the Effective performance amount paid to instructional staff participating on the Performance Pay Salary Schedule.

All performance pay compensation shall be paid as an adjustment to the employee salary base, meaning it will become a permanent part of the employee base salary. Performance Pay for FY 2016 shall be paid according to the following formula and defined parameters.

The formula will be determined based on (1) the amount of funds available within the District budget for Performance Pay salary and (2) the number of Highly Effective and Effective instructional personnel on the Performance Schedule and Grandfathered Schedule. Highly Effective instructional personnel on the Performance Pay schedule shall be paid the highest amount. Effective instructional personnel on the Performance Pay schedule shall earn 75% of the amount calculated for Highly Effective Performance Pay Schedule salary payments. Highly Effective instructional personnel on the Grandfathered Schedule shall earn performance pay at a rate of eighty percent (80%) of the Highly Effective amount paid to employees on the Performance Pay Schedule. Effective instructional personnel on the Grandfathered Schedule shall earn performance pay at a rate equal to eighty percent (80%) of the amount paid to Effective instructional personnel participating on the Performance Pay Schedule.

The formula for FY 2016 Performance Pay is as follows:

$X$  = Amount for Performance Pay Salary Schedule participants rated "Highly Effective"

$75\%X$  = Amount for Performance Pay Salary Schedule participants rated "Effective"

$80\%X$  = Amount for Grandfathered Salary Schedule participants rated "Highly Effective"

$80\% * 75\%X$  = Amount for Grandfathered Salary Schedule participants rated "Effective"

$COLA = 50\% * 75\%X$

$Y$  = Amount of budget available for Performance Pay

Formula:  $x + 75\%X + 80\%X + (80\% * 75\%X) = Y$

The Board desires to attract and retain the highest quality instructional professionals to serve the students in Leon County.

In support of the LEADS Performance Pay plan the Board agrees to commit two million dollars in 2016-2017 for the purpose of adjusting teacher's salaries based on their evaluation performance rating.

Salary Adjustments: All instructional staff shall be issued a Notice of Employment commitment within sixty (60) days upon receipt of verified creditable years of service. The notice will provide the new adjusted base salary and a statement that the employee's salary shall be consistent with the total number of verified creditable years of service and any adjustments.

#### VII. DIFFERENTIATED PAY AT TITLE I and LOW PERFORMING SCHOOLS

Instructional Staff at Title I schools and schools earning a "D" or lower will receive a \$100 supplement per semester. This supplement is valid for fulltime instructional staff. The \$100 supplement will be paid at the conclusion of each semester. Instructional staff must be employed the entire semester to be eligible for this pay. For the 2014-2015 school year, only a second semester supplement of \$100 will be paid. It is possible for instructional staff to qualify and be compensated for both supplements outlined above.

#### VIII. CRITICAL SHORTAGE SUPPLEMENTS

**LCTA Supplement Proposal 12/14/23**

- Add Steel Drum Sponsor at 12%
- Add Agriculture Sponsor at 15%
- Add new elementary supplements at 4%
  - PTO Coordinator
  - SAC Coordinator
  - STEM Chair
  - PBIS Chair
- Rename Site Facilitator as Shared Decisions Making Council Facilitator
- Increase Shared Decisions Making Council Facilitator from 3% to 6%
- Add Shared Decisions Making Council Member at 4%



## KEY:

GREEN: ACCEPTED LANGUAGE

BLUE: NEW LCS LANGUAGE

RED: LCTA PROPOSED LANGUAGE

## Article X EMPLOYEE AUTHORITY AND PROTECTION

## 10.01 Corrective Action Plan for Discipline

- A. No employee shall be corrected for discipline including reprimand, suspension with or without pay, demotion, or discharge without just cause.
- B. Where a request for LCTA representation is made, corrective 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 the discipline plan anticipates that actions for a first offense will begin at the lowest level most appropriate to the behavior:
  1. Verbal warning
  2. Counseling memorandum
  3. Letter of reprimand
  4. Suspension without pay

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 the 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) workdays unless there are extraordinary conditions when Union representation is **not** 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 the 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. No record in a Personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed, except as provided by applicable law. Employees will be granted access to their Personnel files within 72 hours three (3) business days of their written request.

## 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

- A. 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; the district will reimburse the employee the amount of their insurance deductible.



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, and~~ high- fashioned clothing ~~and accessories~~, etc. ~~In the event that an employee's car is damaged on District property by a student, as an act of vandalism, the employee will seek necessary repairs and provide the District a receipt of repairs for reimbursement.~~ 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. ~~If an employee is a victim of theft 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, the district will reimburse the employee the amount of their insurance deductible.~~

#### 10.05 Classroom Discipline and Control

- A. 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. 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.
  1. ~~Support and assistance shall be provided within a reasonable time frame and last as long as needed to mitigate the situation.~~
  2. ~~Additional support and assistance may be necessary after a discipline issue in the classroom. The teacher and administrator will work collaboratively to provide the appropriate resources to the student and classroom.~~
- B. Instructional personnel may undertake actions detailed in section 1003.32 Florida Statue, in accordance with District policy and any school-specific behavior management guidelines.
- C. Student discipline shall be addressed by site administrators within a reasonable timeframe.
  1. ~~Class 1 Offenses Group A: within seven (7) school days~~
  2. ~~Class 1 Offenses Group B: within five (5) school days~~
  3. ~~Class 2 Offenses Group A: within three (3) school days~~
  4. ~~Class 2 Offenses Group B & C: within one (1) school day~~
  5. ~~Class 3 Offenses: immediately upon incident~~
- D. 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 ~~policy with regards to~~ 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.
  1. ~~If a teacher has an assault or battery committed against them, they will have the option to request paid leave immediately following the incident, this leave will not come from the employees earned leave. If leave is requested, administration will response formally, and will have the option to remain on leave for three days~~
  2. ~~If a teacher is threatened in the classroom, they will have the option to request paid leave immediately following the incident, this leave will not come from the employees earned leave. If leave is requested, administration will response formally, and will have the option to remain on leave for one day.~~
  3. ~~If a fight between students occurs in a classroom, the teacher will have the option to request class coverage immediately after the incident, for up to 2 class periods or two hours (the lesser of the two) on that day. Coverage should be provided by a full-time non-instructional staff member at the site.~~
  4. ~~In an instance of student disruption where physical damage has occurred, the teacher will have the option to request class coverage immediately after the incident for up to 1 class periods or 1 hour (the lesser of the two) on that day. Coverage should be provided by a full-time non-instructional staff member at the site.~~
- 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. ~~An administrator or District employee shall follow up with the reporting employee on the outcome of the report within 48 hours, a reasonable time frame, if appropriate.~~

#### 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.

1. A contact list shall be provided to employees before students report for the first day of school, and When there is a change, notification of such changes shall be provided to employees within 5 business days. An appropriate phone list and flow chart of contact shall be provided to employees at the beginning of the school year and sent out electronically. This will be updated as needed for employee role changes and resent out **electronically** to staff at the school site for best points of contact.
- 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 (or call for escort request an escort) 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.
    - a. 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 (1) selected by the school's faculty and one (1) selected by the teacher who removed the student; One (1) 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.
    - b. 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 Student Records

- A. 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. Individual records for the current school year shall be available to all teachers of record for the current school year to create the best educational environment for the student. (FERPA 99.31) (Reference Board Policy 7.08 and Administrative Procedures D-2a, 2b, 2c, and D-15.)