### 2023-2024 LCTA Compensation Proposal By the Board

5,119,000

\$5,920,939 to address compression in the LCTA bargaining unit. All employees within the LCTA bargaining unit, as outlined in Appendix A, shall receive:

o \$500 increase to their base pay; and

per year of creditable and verified experience prior to the beginning of the 23/24 school year.

Examples:

1. An Individual with 10 years will receive the following:

\$500 + (10 yrs x \$100.00) = \$1,5300

2. An Individual with 20 years will receive the following:

- Credit for one (1) year of experience for employees within the LCTA bargaining unit shall be consistent with language outlined Article 21.06, and as follows:
  - o Full-time: credit for one (1) year of experience is to be given for a major portion of a year's work (i.e., ½ plus one day).
  - o Part-time: employees will receive credit for one (1) year of experience when working over fifty (50) percent of the hours required for full-time employees.
- This pay increase will apply to those employed at the time of ratification and will be retroactive to August 2, 2023. Payment will be spread over the number of remaining pay periods at the time of processing. Every effort will be & made to pay the retto check by the end & March,

TA CA 02/09/24

PW 2/9/24

BS 2/9/24

BOARD VICE CHAIR Laurie Lawson Cox



BOARD MEMBERS Marcus Nicolas Darryl Jones Alva Swafford Smith

## SUPERINTENDENT Rocky Hanna

## MEMORANDUM OF UNDERSTANDING Between the LEON COUNTY SCHOOL DISTRICT And the LEON CLASSROOM TEACHERS ASSOCIATION

The Leon County School District and the Leon Classroom Teachers Association (LCTA) herby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the LCTA bargaining unit and the Leon County School Board. Both parties agree this memorandum of understanding will sunset June 30, 2024.

#### 14.02 Teacher Transfer Process

- A. A Teacher Transfer process will be held annually in the Spring to fill projected vacancies for the beginning of the subsequent school year.
- B. The process will commence with notice being sent to current teachers via email from the Office of Human Resources. The notice will include the dates of the teacher transfer window and an explanation of the process.
  - 1. Teachers can expect the process to consist of a one-week registration process (14.02 (E)), a job posting on the Districts' website, an interview process (14.02 (C)), and a confirmation of job offer and acceptance (14.02 (H)).
- C. Sites will post all known vacancies, for positions set to commence at the beginning of the subsequent school year, using LCS ATS applicant system, for at least five (5) business days during the Teacher Transfer process. The vacancies are derived from site staffing plans. Teachers may be asked to complete a voluntary intent form to help determine upcoming vacancies. Teachers are not required to complete this form.
- D. Site administrators shall grant an offer of an interview, at a time and place of the administrator's determination to current LCS teachers meeting the following criteria:
  - 1. The teacher must have officially applied for the specific vacancy using the LCS ATS applicant system.
  - 2. The teacher must meet the minimum requirements of the position as posted in the advertisement.
  - 3. The teacher must have been employed within the district for the three (3) consecutive school years, which are defined as the current year and the two years immediately preceding the current year, consisting of a minimum of 742.5 hours (99 days) in each respective year or have been continuously employed for a total of 3540 hours (472 days) over three consecutive years to qualify.
  - 4. The teacher must have been rated as Effective or Highly Effective for the previous school year.
  - 5. The teachers must have no history of disciplinary action for the previous school year.
    - i. The disciplinary action must be a written reprimand or greater as described in Article 10.
- E. Teachers wishing to take part in the teacher transfer process will register with Human Resources, at which point the teacher's compliance with criteria from 14.02 (D) will be confirmed and those meeting the requirements shall be identified and placed on a list, which will be distributed to Principals to ensure that those meeting the criteria are afforded an interview. Teachers will be notified of their confirmation on the list.

- F. Should an interview be scheduled during contract hours by an administrator, as indicated by 14.02 (D), the current administrator shall work collaboratively to allow for teacher take part in the interview.
- G. It is agreed that it is within the employees right to interview for and accept a position at another school site for the subsequent contracted school year. A supervising Principal (current contract shall not block or prevent a teacher from transferring the following school year to a position

offered at another school site.

- 11. Upon completion of the interview process, a written job offer will be provided to the selected candidate and the candidate will be formally processed by the Division of Human Resources, The offer of employment will be signed by a representative of the district, as well as the teacher, and maintained as part of the employee personnel file.
- Following the completion of the Teacher Transfer process, non-reappointed teachers meeting the criteria established in 14.02 (D) [1-5], shall be afforded the offer of an interview for posted instructional vacancies in the 30-day period immediately following their nonreappointment.
  - 1. Non-reappointed teachers seeking to take advantage of the process outlined in 14,02 (I) shall register with the Office of Human Resources upon non-reappointment within 5 working days. Human Resources will compile a list of individuals meeting the criteria and provide to administrators as a point of reference. Human Resources will also confirm with the non--reappointed employee of their status on the list.
- J. Teachers wishing to transfer will not experience retaliatory conduct in any form from their current Administration. Retaliatory conduct can include, but may not be limited to any of the following actions taken without legitimate cause or reason: extra duty, reduction of planning, additional class coverage, additional employee evaluations, deductions to their Domain 4 in the teacher evaluation process. Teachers experiencing retaliatory conduct shall have the right to file a formal grievance expressing their concern. Upon filing the grievance, the impacted party will outline the specific remedies sought based on the behavior in question.

Divisional Director, Human Resources

Rocky Hanna

2/12/2024

Superintendent

Chris Segal Executive Director, FEA

2/12/24

Date

Phmela Weston

Scott Mazur

President, LCTA

Chief Negotiator, LCTA

**BOARD VICE CHAIR** Laurie Lawson Cox



**BOARD MEMBERS** Marcus Nicolas Darryl Jones Alva Swafford Smith

## SUPERINTENDENT Rocky Hanna

#### MEMORANDUM OF UNDERSTANDING Between the LEON COUNTY SCHOOL DISTRICT And the LEON CLASSROOM TEACHERS ASSOCIATION

Whereas the parties agree that for the 2023/2024 school year, Leon County Schools has agreed to allocate \$15,000 towards incentives for teachers to add the Gifted Endorsement to their professional certificate, pending approval of the LCS Title IV plan by FLDOE. It is the districts intent to include a request for gifted endorsement funds in future grant applications.

Leon County Schools agrees to allocate funds, as funds are available, to support teachers who have completed their gifted endorsement courses and added the endorsement to their professional certificate through the dates of August 1, 2023 – July 31, 2024. Teachers will receive the following:

A one-time incentive of \$500 to be paid after they have added the endorsement to their current professional certificate upon completion of the five (5) professional development courses.

In order to be eligible for the gifted endorsement incentive program, teachers must comply with the following:

- Added the gifted endorsement to their certificate after July 31, 2023
- Add the gifted endorsement to certificate upon completing courses no later than July 31, 2024
- Provide proof of the endorsement addition on certificate by providing a copy of updated professional certificate to HR and Professional Learning

Participants that submit proper documentation during the implementation of this MOU shall be paid as funds are available.

Both parties agree this memorandum of understanding will sunset July 31, 2024.

Date

Brett Shively

Divisional Director Human Resources

Rocky Hanna

Superintendent

Scott Mazur

President, LCTA

Chris Segal

Executive Director, FEA

Date

Pamela Weston

Chief Negotiator, LCTA

**BOARD VICE CHAIR** Laurie Lawson Cox



**BOARD MEMBERS** Marcus Nicolas Darryl Jones Alva Swafford Smith

## SUPERINTENDENT Rocky Hanna

### 2023-2024 Wellness Champion

### MEMORANDUM OF UNDERSTANDING Between the LEON COUNTY SCHOOL DISTRICT And the LEON CLASSROOM TEACHERS ASSOCIATION

The Leon County School District (District) and the Leon Classroom Teachers Association (LCTA) agree to the following, governing the requirements of and supplement provided to LCTA bargaining members who agree to serve in the new supplemented position of Wellness Champion for the 2023-2024 academic year.

- 1. The parties agree that each 2023-2024 Wellness Champion will be responsible for:
  - a. Attending one (1) four-hour training during the 2023-2024 school year.
  - b. Organizing a school-based Wellness team.
  - c. Facilitating monthly meetings, review data and progress monitor.
  - d. Designing and implementation of a school-based wellness plan to address youth vaping and nicotine usage and addiction prevention strategies.
  - Maintaining close contact with District Wellness Coach to monitor program and celebrate accomplishments.
  - Submitting the school level plan by March 15, 2024.
- 2. The parties agree that members of the LCTA bargaining unit who fulfill the responsibilities set out in Section one (1) above shall be provided a five hundred-dollar (\$500.00) supplement.
- 3. The parties agree that members of the LCTA bargaining unit who fulfill the responsibilities set out in Section one (1) above, but who share the responsibilities with another individual, shall be provided a two hundred and fifty-dollar (\$250.00) supplement.

Both parties agree this memorandum of understanding will only be in effect for the 2023-2024 school year.

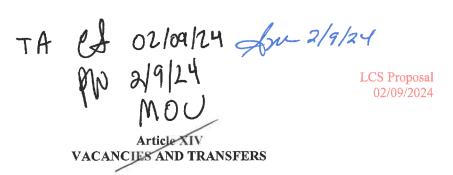
Divisional Director, Human Resources

Rocky Harma Superintendent Date

Scott Mazur President, LCTA

Chris Segal Executive Director, FEA Date

Pamela Weston Chief Negotiator, LCTA



- 14.1 Notice of all bargaining unit vacancies for positions expected to continue for at least (8) eight consecutive weeks must be publicly posted online for a minimum of five (5) administrative workdays to allow for receiving applications (four [4] workdays when the District Office is working an extended workday, Monday-Thursday schedule during the summer). The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis while this procedure is being followed. Appointments made for the first semester need not be advertised as vacancies.
- 14.2 Teacher Transfer Process
  - A. Sites will complete the reappointment process and notify teachers that will not be reappointed for the following school year no later than two (2) weeks prior to the last contracted workday. The process will continue until two (2) weeks past the contracted day.
  - B. Sites will post all vacancies, using LCS ATS applicant system, for at least five (5) business days during the Teacher Transfer process.
  - C. Site administrators must grant an offer of an interview, at a time and place of the administrator's determination, to current LCS—teachers and teachers who were non-reappointed in the 21/22 school year meeting the following criteria:
    - 1. The teacher must have officially applied for the specific vacancy using the LCS ATS applicant system.
    - 2. The teacher must meet the minimum requirements of the position as posted in the advertisement.
    - 3. The teacher must have been continuously employed with the district for three (3) consecutive years (the teacher must have worked a minimum of 742.5 hours to qualify in each year).
    - 4. The teacher must have been rated as Effective or Highly Effective for the previous school year.
    - 5. The teacher must have no history of disciplinary action for the previous school year.
  - A. A Teacher Transfer process will be held annually in the Spring to fill projected vacancies for the beginning of the subsequent school year.
  - B. The process will commence with notice being sent to current teachers via email from the Office of Human Resources. The notice will include the dates of the teacher transfer window and an explanation of the process.
    - 1. Teachers can expect the process to consist of a one-week registration process (14.02 (E)), a job posting on the Districts' website, an interview process (14.02 (C)), and a confirmation of job offer and acceptance (14.02 (H)).
  - C. Sites will post all known actual and projected vacancies, for positions set to commence at the beginning of the subsequent school year, using LCS ATS applicant system, for at least five (5) business days during the Teacher Transfer process. The actual and projected vacancies are derived from site staffing plans. Teachers may be asked to complete a voluntary intent form to help determine upcoming vacancies. Teachers are not required to complete this form.
  - D. Site administrators shall grant an offer of an interview, at a time and place of the administrator's determination to current LCS teachers meeting the following criteria:
    - 1. The teacher must have officially applied for the specific vacancy using the LCS ATS applicant system.
    - 2. The teacher must meet the minimum requirements of the position as posted in the advertisement.
    - 3. The teacher must have been employed within the district for the three (3) consecutive school years, which are defined as the current year and the two years immediately preceding the current year, consisting of a minimum of 742.5 hours (99 days) in each respective year or have been continuously employed for a total of 3540 hours (472 days) over three consecutive years to qualify.
    - 4. The teacher must have been rated as Effective or Highly Effective for the previous school year.
    - 5. The teachers must have no history of disciplinary action for the previous school year.
      - i. The disciplinary action must be a written reprimand or greater as described in Article 10.

- E. Teachers wishing to take part in the teacher transfer process will register with Human Resources, at which point the teacher's compliance with criteria from 14.02 (D) will be confirmed and those meeting the requirements shall be identified and placed on a list, which will be distributed to Principals to ensure that those meeting the criteria are afforded an interview. Teachers will be notified of their confirmation on the list.
- F. Should an interview be scheduled during contract hours by an administrator, as indicated by 14.02 (D), the current administrator shall work collaboratively to allow for teacher take part in the interview.
- G. It is agreed that it is within the employees right to interview for and accept a position at another school site for the subsequent contracted school year. A supervising Principal (current contract year), shall not block or prevent a teacher from transferring the following school year to a position offered at another school site.
- H. Upon completion of the interview process, a written job offer will be provided to the selected candidate and the candidate will be formally processed by the Division of Human Resources. The offer of employment will be signed by a representative of the district, as well as the teacher, and maintained as part of the employee personnel file.
- I. Following the completion of the Teacher Transfer process, non-reappointed teachers meeting the criteria established in 14.02 (D) [1-5], shall be afforded the offer of an interview for posted instructional vacancies in the 30-day period immediately following their non-reappointment.
  - 1. Non-reappointed teachers seeking to take advantage of the process outlined in 14.02 (I) shall register with the Office of Human Resources upon non-reappointment within 5 working days. Human Resources will compile a list of individuals meeting the criteria and provide to administrators as a point of reference. Human Resources will also confirm with the non-reappointed employee of their status on the list.
- J. Teachers wishing to transfer will not experience retaliatory conduct in any form from their current Administration. Retaliatory conduct can include, but may not be limited to any of the following actions taken without legitimate cause or reason: extra duty, reduction of planning, additional class coverage, additional employee evaluations, deductions to their Domain 4 in the teacher evaluation process. Teachers experiencing retaliatory conduct shall have the right to file a formal grievance expressing their concern. Upon filing the grievance, the impacted party will outline the specific remedies sought based on the behavior in question.

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LCS Proposal 02/09/2024

#### Article III

## LEON CLASSROOM TEACHERS ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### 3.01 Employee Rights and Responsibilities

- A. Employees covered by this Contract retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and policies of the Board.
- B. The private and personal life of an employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties or involves behavior that falls within the scope of Section 1012.795, F.S., or related administrative rules and policies.
- C. With the approval of the site administrator or his/her designee, employees may leave the site when not engaged in performing assigned duties. Every effort shall be made to approve all reasonable requests.
- D. When school is not in session, employees shall make arrangements with the site administrator to have access to the building.
- E. An employee shall not solicit support of a candidate seeking an elective office during regular work hours, nor shall an employee who seeks an elective office engage in any campaign activities that will interfere with the performance of his/her assigned duties.
- F. An employee shall maintain the right and responsibility to determine final grades and other evaluations of students within the grading policies of the District, based upon professional judgment using available criteria pertinent to any given subject area or activity for which the employee is responsible.
- G. Individual employees will be provided notices of requests for information specifically about the employee from persons outside the District except for verification of employment, employment inquiry, salary, or other requests authorized by state or federal law.
- H. Each employee who resides in the District and is employed at least half time, or who resides outside the District and is employed full time, shall have the opportunity to enroll his/her child/children in the school of choice, subject to the following conditions:
  - 1. The student is eligible for admittance under the Board's Pupil Progression Plan.
  - 2. Space is available at the student's grade level.
  - 3. Transportation shall be provided by the student or parent.
  - 4. An employee must request a student reassignment under this section by March 1 of the school year prior to that in which the reassignment would take effect. An employee newly hired, transferred, or reassigned by the District must request a student reassignment within ten (10) days of such employment action. A student reassignment granted under this section shall continue until the employee timely requests an assignment of his/her child/children to a different school.
  - 5. Upon separation of the employee from employment with the Board, the student's school assignment will be handled in the manner prescribed in Change in Residence during School Year. Board Policy 5120—Assignment within District/Change in Residence during School Year.
  - 6. The student shall be subject to the provision of Board 5120—Assignment within District/Co-Curricular.
  - 7. The enrollment of the student of an employee who resides outside the District shall be subject to Board Policy 5120—Assignment within District/Nonresident Students.
  - 8. In those instances when an employee has assigned duties beyond the regular teacher day, provisions must be made by the employee that would enable his/her child/children to leave the campus at the close of the regular student day.
  - 9. In no instance will the child/children interfere with the performance of the employee's assigned duties.
  - 10. With prior notification release time will be granted for employees to attend school ceremonies/performances/orientation/parent meetings for their own children and/or their legal dependents, up to two (2) hours provided that they have coverage consistent with site practices.
- I. Admission to Athletic Events: Employees shall be provided admission, without charge, to high school sponsored athletic events within the District. Employees shall provide current District identification to gain such admission. This provision applies only to the District employee and does not include state athletic playoffs or other events related to the athletic program of a high school or the District, unless otherwise specifically provided.

#### J. Daily Attendance Protocols

- 1. Instructional employees are not required to punch a time-clock or sign-in and sign-out at the beginning and end of their workday.
- 2. Sign-out and sign-in procedures are required should employees leave their worksite during the workday.
- 3. Administrators may require an employee to sign-in and sign-out if attendance issues are part of an employee's improvement plan.
- 4. Hourly instructional employees shall record their actual time worked on timesheets.

February 9, 2024 19/24

February 9, 2024 19/24

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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 activities, team, department, district, grade-level planning shall not exceed twelve (12) total hours of the pre-planning week. If preplanning is other than five (5) days, individual activity time shall be proportional to the five (5) days and twelve (12) total hours. The site administrator shall provide a schedule for the hours, including all required training, on the first day of preplanning and communicate it via email. Any additional meetings called by instructional staff shall be voluntary. Any overages in non-individual activities shall be paid at the hourly rate. Every effort shall be made to hold all non-individual activities within the first two days of pre-planning. 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.

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#### Article X EMPLOYEE AUTHORITY AND PROTECTION

#### 10.01 Corrective Action Plan for Discipline

- 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.
- 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
  - 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 and records 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
  - 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) working days of the time of the incident; forms for this purpose are available through that office and on their District webpage. 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.
- 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.
- 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 <u>policy of</u> zero tolerance <u>policy with regards to on</u> 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. <u>When an employee experiences a traumatic incident that could result in a criminal offense, they will be entitled to administrative leave.</u>
  - 1. If a teacher is the victim of a battery while on duty, they will have the option to request paid leave immediately following the incident for up to three (3) days, this leave will not be deducted from the teachers leave balance.
  - 2. If a teacher is threatened in the classroom, an administrative review of the incident shall take place as soon as practicable. The teacher will have the option to request classroom coverage to receive immediate relief and to participate in the administrative review.
- 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. Incidents that could result in a criminal offense shall be reported to the employee within 48 hours. Incidents that result in a criminal arrest or charge by the State Attorney shall be reported to the employee within 48 hours of the District's knowledge of the arrest or charge.

#### 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. 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—Student5 Discipline, an employee may:
  - 1. Send (or eall-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.
  - 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

# **LCTA Counter** 02/09/2024

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 inschool 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 to the extent allowable by law. (FERPA 99.31) (Reference Board Policy 7.08 and Administrative Procedures D-2a, 2b, 2c, and D-15.)

LCTA Proposal February 9, 2024

#### **Article XV UNPAID LEAVES**

15.01 Unpaid Leaves of More than Ten (10) Days

A. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to annual contract employees.

B. Application for such leave must be made to the principal/site administrator ordinarily at least forty (40) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments.

C. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception: An employee who wishes to serve in public office may request an exception to the two-year unpaid leave limitation in accordance with the provisions of this section.

D. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include but not be limited to Peace Corps, religious reasons, Vista, teacher-exchange programs, and work with other government agencies.

E. An employee granted a leave under this section shall notify the Superintendent, through his/her principal/site administrator, in writing of his/her intent to return or to seek additional leave as follows for leaves granted for:

The Fall semester, during the period from October 15 through November 15;

The Spring semester or one (1) school year, during the period from -February 15 through March 15; or

Periods other than a semester or school year, during the period from twenty (20) to forty (40) days prior to the end of the leave. Failure of the employee to so notify the District, absent verifiable documentation of unusual and compelling circumstances, will be considered as abandonment of position and the employee shall be considered to have resigned from his/her position with the District.

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16.10 Bereavement Leave

A. All full-time employees who have completed a six-month (6) probationary period in their appointed position shall, upon a request submitted in accordance with the provisions of Section 11.22, be credited with three (3) days bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparents, great-grandparents, grandchild, or in-law or step-relative counterparts.

- B. Employees will be credited with the three (3) days paid bereavement leave on a fiscal year basis. Bereavement leave is not cumulative. An employee may use up to three (3) days of other leave they may have accrued (sick or personal) for one or more subsequent deaths in their immediate family if they have already exhausted their three (3) or five (5) days bereavement leave as permitted in 16.14C during a year. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay). Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request form. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member, unless the employee documents a legitimate reason to extend this period.
- C. If the destination of the funeral is two hundred and fifty (250) miles away an additional 2 days may be added for Bereavement Leave, allowing a total of five (5) days.

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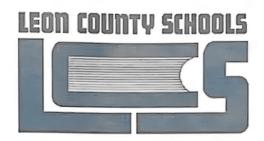
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## PAYROLL DEDUCTIONS

- 22.01 The parties agree that under current Florida law the language in Article 22.02 below is null and void Should the law change and permit the School Board to allow union dues payroll deduction, the parties will meet to reinstate the same language within thirty (30) days or modify as the law requires.
- 22.02 the District shall deduct from the pay of each employee. all current membership dues of the LCTA, provided that at the time of such deduction there is in the possession of the employer a written authorization for dues deduction executed by the employee in the form and according to the terms of the dues deduction authorization form furnished by the LCTA.
- 22.03 An employee may authorize dues deduction by presenting an authorization card to the Payroll Department in any of the ten (10) payroll periods.
- 22.04 The Board agrees to deduct 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 employees, 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.
- 22.05 Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgment of LCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than thirty (30) calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
- 22.06 All dues deducted by the District shall be remitted to the treasurer of the LCTA in monthly installments as soon as it is practical after the close of the payroll period.
- 22.07 The LCTA will not be assessed the costs incurred by the District in order to provide authorized dues deductions. Such payroll deductions authorization shall continue in effect from year to year thereafter unless revoked in writing by the member. In this regard, the District shall reinstate dues deductions for employees who return to active employment status after having been placed in long-term leave without pay status.
- 22.08 The District will provide LCTA with up to two (2) payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by LCTA and its State and national affiliates (FEA, NEA, AFT.) All deductions shall be made on a ten-payroll basis using a mutually agreeable deduction form to be provided by LCTA and transmitted to the common remitter(s) selected by LCTA or its affiliates for such purpose as a single check amount to each remitter each payroll period. LCTA will hold the Board harmless for any claims arising out of the use of this payroll deduction slot.

PW 2/9/24 PW 2/9/24 CA 2/9/24

BOARD VICE CHAIR Laurie Lawson Cox



BOARD MEMBERS Marcus Nicolas Darryl Jones Alva Swafford Smith

## SUPERINTENDENT Rocky Hanna

## MEMORANDUM OF UNDERSTANDING Between the LEON COUNTY SCHOOL DISTRICT And the LEON CLASSROOM TEACHERS ASSOCIATION

The Leon County School District and the Leon Classroom Teachers Association (LCTA) herby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the LCTA bargaining unit and the Leon County School Board.

The 2023-2024 Salary Placement Schedule below will go into effect upon approval by the Board and LCTA ratification, and shall remain in effect until succeeded by a negotiated agreement that is ratified by both parties.

### 2023-2024 LCTA Salary Schedule:

Related Years of Experience	20	23- Annual	Hourly
0	\$	47,500.00	\$ 32.31293
1	\$	47,600.00	\$ 32.38095
2	\$	47,700.00	\$ 32.44898
3	\$	47,800.00	\$ 32.51701
4	\$	47,900.00	\$ 32.58503
5	\$	48,000.00	\$ 32.65306
6	\$	48,100.00	\$ 32.72109
7	\$	48,200.00	\$ 32.78912
8	\$	48,300.00	\$ 32.85714
9	\$	48,400.00	\$ 32.92517
10	\$	48,500.00	\$ 32.99320
11	\$	48,600.00	\$ 33.06122
12	\$	48,700.00	\$ 33.12925
13	\$	48,800.00	\$ 33.19728
14	\$	48,900.00	\$ 33,26531
15	\$	49,000.00	\$ 33.33333
16	\$	49,100.00	\$ 33.40136
17	\$	49,200.00	\$ 33.46939
18	\$	49,588.36	\$ 33.73358
19	\$	50,428.36	\$ 34.30501
20	\$	50,988.36	\$ 34.68596
21	\$	51,828.36	\$ 35.25739
22	\$	52,668.36	\$-35.82882
23	\$	53,228.36	\$ 36.20977
24	\$	53,788.36	\$ 36.59072

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Related Years of Experience	2023- Annual		Hourly
25	\$	54,628.36	\$ 37.16215
26	\$	55,468.36	\$ 37.73358
27	\$	56,308.36	\$ 38.30501
28	\$	57,148.36	\$ 38.87644
29	\$	57,988.36	\$ 39.44786
30	\$	58,828.36	\$ 40.01929
31	\$	59,668.36	\$ 40.59072
32	\$	60,508.36	\$ 41,16215
33	\$	61,708.36	\$ 41.97848
34	\$	64,367.36	\$ 43.78732
35	\$	67,840.36	\$ 46.14990

Brett Shively Day
Divisional Director, Human Resources

Rocky Hanna Superintendent

2/12/2024

Scott Mazur

President, LCTA

02/12/24 Date

Chris Segal
Executive Director, FEA

Pamela Weston

Chief Negotiator, LCTA