

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: • Verbal warning • Counseling memorandum • 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) ~~work days hours~~ 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.

Article XII
EMPLOYMENT PRACTICES

- 12.1 Marital status, race, creed, religion, sex, color, age, national origin, disability, sexual orientation, or status as a veteran will not be made a condition of employment except as might be required by applicable law.
- 12.2 The Board or Superintendent may require a medical examination by a physician licensed in Florida and selected by the Board and Superintendent when in their judgment such an examination is relevant to an employee's teaching performance or employment status. All costs incurred in the examination shall be paid by the Board and shall not reflect a loss in pay. A reasonable effort shall be made to select a physician acceptable to the employee. The employee shall provide the District with a medical release authorizing the physician to provide the District with medical reports regarding the results of the examination.
- 12.3 Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day shall be made with preference to certified school district personnel within the scope of their major or minor fields of study and their areas of greatest competence.
- 12.4 Every legal effort will be made to maintain the minority composition of the faculty to reflect the minority composition of the student population in the district.
- 12.5 Both the Board and the LCTA recognize the importance of staffing the District with employees' representative of the community, applicant pool, and student population. To that end, the Board has adopted an Affirmative Action Plan which monitors the hiring process.
- 12.6 The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.
- 12.7 When a certified teacher cannot be obtained, a substitute may be employed.
- 12.8 Employees hired for summer school will be issued a contract for that employment no later than seven (7) calendar days after the beginning of the session.
- 12.9 Where there is a vacancy of up to one (1) school year in duration because of approved leave, including those vacancies of uncertain duration, the Board may designate such a position as a temporary position. Employees in such positions will receive all benefits stated in this Contract for the duration of employment. A temporary position shall not be considered as a staff position under Article XI of the Contract.
- ~~12.10 Substitutes who work in the same teaching position for twenty (20) consecutive school days shall be placed at the appropriate step of the regular employee salary schedule and will receive all benefits stated in this Contract for the duration of employment.~~
- 12.11 Break in service. Employees who, in a school year, have earned that year of service with an effective or highly effective evaluation; who are not reappointed for the next school year; and are then rehired in the subsequent school year prior to November 1st, shall be considered as having no break in service. Employees who are rehired without a break of service in accordance with this provision shall not be reassessed the fingerprinting fee if the District can legally forgo imposing such fee by screening the existing fingerprints of such employee rather than resubmitting the employee's fingerprints.

7.01.A.3 Employee Workday and Workweek

a. Lunch Period. Employees shall have a duty-free lunch ~~period no less than thirty (30) consecutive minutes.~~ 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.

b. Planning/Preparation Period

(1) All Pre-kindergarten through grade 12 instructional employees in the District shall have at least six (6) hours per week during the workday for the purpose of planning. Every effort will be made to ensure that at least four (4) out of six (6) hours will be reserved for individual planning time weekly. 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". In instances where a site administrator requires an instructional employee to participate in group activities during the teacher's designated mid-day planning period/time more than two (2) times per week, or the instructional employee is not granted at least six (6) hours of planning during the week, the instructional employee shall be granted Alternative Teacher Compensatory leave, hour for hour, in one-quarter hour increments, as conciliation for missed planning. **Transition time shall not be considered a part of planning time.** Weeks with less than five (5) full work days will be managed proportionately. Nothing in this provision shall be interpreted to limit the use of planning time before or after school, for the purpose of group activities, provided four (4) of the six (6) hours are reserved for individual planning time weekly.

(i) Alternative Teacher Compensatory leave shall be utilized for the sole purpose of conciliation for missed planning time as specifically outlined in 7.01A3b. Alternative Teacher Compensatory leave shall be tracked in the district-wide leave management system, will be available within thirty (30) days of the event triggering the loss of planning time, and may be utilized in lieu of sick and personal charged to sick, with approval from the site administrator. **The District shall provide an Alternative Teacher Compensatory leave submission form to be utilized, submitted and maintained at school sites. Once the Alternative Teacher Compensatory leave form is submitted, approved and processed into the District Platform, employees can track their submissions, approvals, denials and usage. within the District platform where submissions, approvals, denials, and usage can be tracked.** Alternative Teacher Compensatory leave shall not expire, and will transfer from site to site; however, it shall be limited to no more

than 24 hours at any given time, will not be paid out upon termination, resignation or retirement, and is bound by the limitations of Article XVI regarding the amount of time that may be taken.

7.01(A)(3)(b)(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.

7.02 Employee Assignments

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 ~~at their hourly rate of pay unless excluded by 7.04.A.4.~~ 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.

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, 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 ~~\$25 \$20 \$35~~ per hour stipend for attending mandated in-service training beyond the contractual teaching day; [trainers will be paid a \\$30 per hour stipend for facilitating the above-mentioned training](#). The District shall provide required in-service training through the Training and Education Center at no cost to the employee.

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 [at the beginning of the year](#).

LCS Counter Proposal:

7.04 ~~All compensatory time shall be treated as Alternative Teacher Compensatory leave.~~

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

A. Earning of Compensatory Time

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, ~~teacher-~~
~~led parent conferences,~~ parent-teacher organization meetings and activities and school open houses.

7.05 Meetings

A. Faculty Meetings

1. Faculty meetings shall be limited to one (1) 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 (1/2) hour, but any required meeting for which the 72-hour notice has not been provided may be extended **beyond the** an additional one-half (1/2) hour by majority vote of the employees in attendance.
 3. Employees who are unable to accommodate a meeting extension beyond one-half (1/2) hour ~~for which the 72-hour notice has not been provided~~ shall be excused **without reprisal or a negative evaluation rating. It is the employee's responsibility to obtain any information missed during the extended time.**
- ~~3.4~~ A site administrator may require attendance at such meetings up to these limits.
- A. District Meetings. No required District-level meeting may extend more than two and one-half (2½) hours beyond the student day. ~~Required meetings shall be compensated at the employee's regular hourly rate per 7.02.C.~~

7.08 Health & Safety

~~E. Communication: Employees will be informed before any communication is sent to parents and the public to ensure they are prepared to address any questions. Staff will be notified of important emergency updates via text message and email.~~

~~F. All site and District emergency plans will be emailed to the Leon Classroom Teachers Association (LCTA) within the first 15 days of the start of the school year. Teachers will be notified of all site-specific emergency plans.~~

G. Natural Disaster/Extreme Weather:

- 1. The district will notify staff of potential closures or changes due to extreme weather as soon as possible.**
- 2. An administrator or designee (not a member of the bargaining unit) shall be on site when employees students are present. If a designee is appointed, employees shall be notified using a District form of communication at the time of the change.**
- ~~3. Clear guidelines will be established for staff expectations regarding travel in poor weather, leave policies, and procedures for when there is damage or loss of power at home or school.~~
- ~~4. Flexibility, including but not limited to Administrative Leave, will be provided for educators with children at other sites or those facing severe personal impacts from the disaster.~~

~~E.H.~~ Employees shall not be required to search students but shall promptly report suspicious circumstances to the site administrator for prompt investigation and appropriate response.

7.10 Classroom Supplies

- A. Employees will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.
- B. A process will be in place at each school standard District process for requesting classroom supplies and materials will be provided to ensure needs are met in a timely manner. ~~A District form will be established for educators to request classroom supplies. Requests for supplies shall be responded to within two (2) working days.~~
- C. Florida Teacher Classroom Supply Assistance Program should be administered in accordance with state law. ~~funding shall be provided in the form of a check or automatic deposit. Funds shall be provided to employees no less than one week prior to reporting for the first day of the calendar school year.~~

7.16 Pre-Planning, Planning Days, and Post-Planning Days

A. 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 shall not exceed twelve (12) total hours of the pre-planning week. If pre-planning 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 pre-planning 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 (2) days of pre-planning.

~~B. Planning Days: Two days of duty free preparation time will be provided between each marking period. One dedicated individual planning day and one dedicated professional development and meeting day will be scheduled each quarter. The professional development schedule will be provided on the first day of preplanning for the school year. Employees of the bargaining unit shall be allowed to plan off-site on the individual planning day between quarters using distance working.~~

C. **Post Planning: No mandated, professional development shall take place during post-planning.**

D. 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 Lesson Plans

7.18 Lesson Plans

~~A. Employees shall not be required to submit lesson plans unless they are on a corrective action plan or a Category A1 teacher. All teachers must maintain lesson plans. Category A1 teachers, teachers on Corrective Action Plans, and teachers at schools designated as Differentiated Accountability Schools may be required to submit lesson plans for review. All other teachers may be required to submit lesson plans upon request and at the discretion of the administrator. Lesson plans will include essential elements such as state standards and ESE accommodations, but they will not require excessive detail, which is burdensome for educators.~~

~~**B. Employees shall have access to district resources to assist with lesson planning. such as lesson banks and artificial intelligence**~~

~~C. Employees can choose their lesson plan format. Lesson plans must be retained in accordance with State Law.~~

~~7.18 Additional Job Duties Due to Staff Vacancy: Only in emergency situations shall employees manage an additional job role beyond their typical daily responsibilities. Employees who undertake additional job duties shall earn double their rate in 1/2 hour increments, rounding up to the next 1/2 hour.~~

~~-7.19 Splitting School Classes: Except in the case of an emergency and with consent of the professional employee who would receive students, the students of an absent professional employee shall not be divided and/or placed into the classes of other professional employees.~~

~~7.20 Compensation and Guidelines for Split Classes: When school teachers take students from a split class, the following provisions will apply:~~

~~A. Educators will receive additional compensation at a rate of \$50 per day for managing the combined classes.~~

~~B. The total number of students in the combined class should not exceed the maximum allowable class size by more than 5 students. If this number is exceeded, additional support staff must be provided.~~

~~C. The school administration will provide immediate support, such as a teaching assistant or paraprofessional, to help manage the combined class.~~

~~D. Affected educators will be given priority for substitute coverage in future absences to mitigate the impact of combined classes on their workload and instructional quality.~~

~~E. Every time combining classes occurs three times, the educator will receive an additional stipend of \$200.~~

7.17-7.19 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.
- C. **If communication from a parent becomes actively in opposition of the teacher or is showing hostility, the teacher may request for administration to intervene, and upon such request, the administrator shall serve as the primary contact point until the teacher feels comfortable resuming direct communication.**

- 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.

8.06 Class Size Limitations

A. The calculation of class size shall be based solely on classroom teachers who have rostered students in a traditional classroom setting. A traditional classroom is defined as a physical learning environment where a certified educator provides direct instruction, supervision, and evaluation of a consistent cohort of students, with regular face to face interactions and a structured schedule. Non-traditional educators, defined as individuals who do not have rostered students in such a setting, shall not be included in the calculation of class size for the purposes of complying with the requirements set forth in the Florida Constitution. Class size calculations shall consider only those educators directly responsible for the instruction and supervision of students within a traditional classroom environment.

1. For prekindergarten through grade 3, the maximum number of students per classroom teacher shall not exceed 18.

2. For grades 4 through 8, the maximum number of students per classroom teacher shall not exceed 22.

3. For grades 9 through 12, the maximum number of students per classroom teacher shall not exceed 25.

These limits are established to ensure a high quality of education and individual attention to students. Compliance with these limits shall be monitored and enforced in accordance with state regulations and guidelines.

B. In the event that the number of students in a classroom exceeds the state-mandated limits, the following compensation shall be provided to the affected teacher:

1. For each student exceeding the maximum limit in prekindergarten through grade 3, the teacher shall receive an additional \$500 per student per academic year.

2. For each student exceeding the maximum limit in grades 4 through 8, the teacher shall receive an additional \$400 per student per academic year.

3. For each student exceeding the maximum limit in grades 9 through 12, the teacher shall receive an additional \$300 per student per academic year.

This additional compensation is intended to acknowledge the increased workload and responsibility associated with managing a larger class size and to support teachers in providing high-quality education to all students. The compensation shall be disbursed on a prorated basis if the number of students fluctuates throughout the academic year.

C. Students shall not be moved between teachers of record within the quarter to ensure instructional continuity, unless otherwise directed by Article 10.8 or graduation is imminent.

8.7 Teacher Class Size Limitations

When Prep load exceeds 3 course codes as provided by the state	Number of Additional Preps	Alternative Comp Time Provided
Grades 6–12	1	.5 Hours of Alternative Comp Time each Week
	2	1 Hour of Alternative Comp Time each Week
	3	2 Hours of Alternative Comp Time each Week

This table applies to ALL classes that sit at a desk and primary instruction is through a book or computer. Including but not limited to core courses, vocational courses, and non-traditional courses.

This also includes combined sections (ex. A level 1 and 2 class in the same period) and various levels of instruction (ex. Honors to Regular to AP of Biology).

Alternative Comp Time is to be given out once a 9 weeks in a cumulative total, comp time earned is not impacted by a teachers time off throughout the year (ex. Maternity leave or illness lasting a week)

8.8 ESE Teacher Caseload Limitations

Caseload Limits Based on Least Restrictive Environment	Number of extra students	Alternative Comp Time Provided
PreK ESE Teachers (Regular class and/or Separate Class): 12	≥ 5	13.5 hours of Alternative Comp Time each 9 weeks limit is exceeded
ESE Teachers Regular Class or Resource Room: 24 students	≥ 5	13.5 hours of Alternative Comp Time each 9 weeks
ESE Teachers Separate Class, Special Day School/Exceptional Education Center, or Other Separate Setting: 16 students as determined by the following weighted system based on Matrix Cost Factor: <ul style="list-style-type: none"> ● 251 shall count as 1 student ● 252 shall count as 1.5 students ● 253 shall count as 2.0 students ● 254 shall count as 2.5 students ● 255 shall count as 3.0 students 	≥ 3 students on the weighted system	18 hours of Alternative Comp Time each 9 weeks

8.9 ESE Service Provider Caseload Limitations

Caseload Limits Per Professional Area (full-time)	Number of extra students	Alternative Comp Time Provided
<p><u>Speech Language Pathologists</u>: 50 students as determined by the following weighted system based on Matrix Communication Domain Level:</p> <ul style="list-style-type: none"> ● Level 1 shall count as 0 students ● Level 2 shall count as 0.25 student ● Level 3 shall count as 1 student ● Level 4 shall count as 2 students ● Level 5 shall count as 3 students 	≥ 10	13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 40
<p><u>Occupational Therapists/Physical Therapists</u>: 60 students as determined based on the following weighted system determined by Frequency of Services:</p> <ul style="list-style-type: none"> ● 2 times a week shall count as 2 students ● 1 time a week shall count as 1 student ● 2 times a month shall count as 1 student ● 1 time per month shall count as 0.5 students ● 1 time per quarter shall count as 0.5 students ● Program Support shall count as zero students ● If an OT or PT is assigned to more than 5 schools, one weighted point is added per school to cover travel time between sites. 	≥ 10	13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 60
<p><u>School Psychologists</u>: 3 schools, including no more than 1 elementary school</p>	1 school	13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment
<p><u>Social Workers</u>: 3 schools, including no more than 1 elementary school</p>	1 school	13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment
<p><u>Local Assistive Technology Specialist (LATS)</u>: 80 students</p>	≥ 10	13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 80
<p><u>Program Specialists for Behavior</u>: 2 schools</p>	1 school	13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment
<p><u>Program Specialist for Compliance</u>: 2 schools</p>	1 school	13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment
<p><u>All other ESE Service Providers not specifically named here</u>: an equitable workload compared to their cohort, not to exceed 5% of such comparable caseload limits</p>	Greater than 7% difference between comparable caseload limits	13.5 hours of Alternative Comp Time each 9 weeks when the difference between comparable caseloads exceeds 7%

16.05 Payment for Accumulated Sick Leave

F. Incentivizing Non-Use of Leave Days: Educators are allotted 10 sick and personal leave days per year. To incentivize the prudent use of these days, a buy-back policy will be implemented as follows:

1. For each unused leave day, educators will receive a monetary compensation of \$225.

2. Educators who use a cumulative of five or fewer leave days on instructional days in a school year shall receive a bonus of \$500.

3. The buy-back program will be capped at a maximum payout of \$2,250 per year.

4. Leave days eligible for buy-back must be documented and verified by the end of the calendar school year.

5. The monetary compensation will be paid out at the end of the academic year, ensuring it is included in the final paycheck or through a separate transaction within 30 days of the school year's end.

16.06 Requesting and Granting of Sick Leave

- A. Except in the case of unexpected illness where the employee must be absent prior to receiving such approval, an employee's request for sick leave shall be submitted to the principal/site administrator or designee at least two (2) days prior to the proposed beginning date of the leave and approved prior to the leave being taken. When prior approval cannot be obtained due to unexpected illness, the employee shall notify the principal/site administrator or designee of his/her absence as soon as possible but not later than one (1) hour and thirty (30) minutes prior to the beginning of the employee's workday except where unusual and compelling circumstances warrant a shorter period of notice. The employee shall submit the required leave form, to be provided by the site administrator or designee, within three (3) days following the employee's return from such leave (or sooner if necessitated by a payroll deadline). Sick leave shall not be denied if a substitute cannot be secured.
- B. The site administrator or designee, ~~not a member of the bargaining unit,~~ is responsible for securing all substitutes for an employee. Substitutes shall be trained and expected to perform all duties normally performed by the employee who is absent, ~~which may include but not limited to duty, with the exception of lesson planning, and grading.~~
- C. If the period of absence due to illness exceeds ten (10) days, the employee shall, upon request, submit completed leave request forms provided by the principal/site administrator as soon as possible and prior to his/her return to work and, upon request, shall also submit a written statement from the employee's medical provider as described in Section 16.07 below.
- D. Sick leave shall be granted for illness of self or any immediate member of the family. Immediate members of the family shall be interpreted to include: spouse, grandparents, parents, sisters, brothers, children and grandchildren of both the employee and the spouse of the employee, and any dependent who resides with the employee's household. Sick leave shall also be granted for illness connected to or resulting from pregnancy and for death or serious illness of any member of the larger family group.

16.14 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)~~ **five (5)** 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)~~ **five (5)** 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.~~

16.21 Verification of Absence. The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence or when an employee has received prior written notice of excessive absenteeism. Such verification shall be provided as soon as possible after the official request.

16.26 Paid Leave for Employees

- A. Certified employees (teachers and others who are qualified) will be granted absence from work with pay for a period of time equal to eight (8) work weeks because of the birth (or stillbirth) of the employee's child or because of the placement of a child with the employee for adoption, and upon the employee giving thirty days' notice to the principal of the school where employed or to the employee's immediate supervisor.
- B. If the employee learns of the birth or adoption less than thirty (30) days in advance, the employee shall give the notice as soon as reasonably possible. For the purpose of calculating service anniversary dates, this absence from work is considered full-time employment. Leave used by an employee pursuant to this policy will not be charged to sick, annual, or other leave the employee may have accumulated. Leave granted pursuant to this section will count toward the teachers' use of leave required to be given by this state as an employer under the federal Family and Medical Leave Act (FMLA) and state maternity leave.
- C. An employee must not be granted more than eight (8) work weeks of paid leave under this policy during a twelve-month period, but the work weeks do not need to be taken consecutively. An employee may receive no more than eight (8) work weeks of paid leave during a twelve-month period, even if there is more than one (1) qualifying birth or adoption.
- D. Leave granted pursuant to this section must be used within twelve (12) months of the qualifying birth or adoption. Paid leave under this policy must be paid at one hundred percent (100%) of the employee's salary. If an employee experienced a birth or adoption within twelve months prior to July 1, 2023 and has not used all of the federal Family and Medical Leave Act (FMLA) leave to which the employee was entitled as a result of the birth or adoption, then the employee is entitled to leave under this section beginning on July 1, 2023 for the remainder of the federal Family and Medical Leave Act leave that the employee uses on or after July 1, 2023 as a result of the event. The duration of paid leave must not exceed the paid leave available under this policy.

7.02 Employee Assignments

F. Lively Technical College

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 ~~shall take place on Fridays or the last full day of the week.~~ 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.

Supplement Proposal

Performing Arts Director at 12% To encompass all arts programs not covered at this time such as steel pan and guitar.)

-Agriculture Sponsor at 15% 4%

-Math Competition Sponsor 6% (2% for elementary, 4% Middle/High)

-Add new elementary supplements at 6% 2%

oPTO Coordinator

oSAC Coordinator

oSTEM Chair –2%

oPBIS Chair – 2%

Rename Site Facilitator as Shared Decisions Making Council Facilitator

Increase Shared Decisions Making Council Facilitator from 3% to 6%

Add Shared Decisions Making Council Members at 4%