

7.01.A.1 - Standard Workday. The beginning and ending time of the employee workday ~~shall provide no less than 25 minutes before or after the academic day may be varied to meet individual school needs.~~ The standard workday for employees shall be seven (7) consecutive hours and thirty (30) minutes.

7.01.A.3.b.(2) - Elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as planning/preparation/conference periods except for those unusual circumstances when a teacher is assigned to supervise students during such time. Teachers who are assigned supervision during special area shall receive compensatory time. Special Area shall be no less than 45 minutes per period.

### 7.01.A.3 Employee Workday and Workweek

a. Lunch Period. Employees shall have a duty-free lunch **period no less than twenty-five (25) consecutive minutes or 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. 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 alternative 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.

7.01 Employee Workweek

(Add)

- A. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based employees may leave 30 minutes before the end of their regular day.
- B. Employees of the bargaining unit may work remotely on non-student contact days upon mutual agreement with his\her administrator. Requests shall not be unreasonably denied. The administrator must provide the reason for any denial in writing.

## 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 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~~ 6.5 hours 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.

- B. 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. Teachers will be notified of all site-specific emergency plans.

F. 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 shall be on site when students are present.

~~EG.~~ 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 District process will be in place at each site or department for requesting supplies and materials. Requests for supplies shall be responded to within three (3) working days.

C. Florida Teacher Classroom Supply Assistance Program should be administered in accordance with state law. When permissible the funding will be provided in the form of a check or automatic deposit. Funds equal to the Florida Teacher Classroom Supply Assistance Program shall be provided to employees that work directly with students but are not covered by the state program.

7.14 Site administrators shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs and/or 504 Plans. These accommodations may include securing a substitute to enable the employee to prepare these documents during the workday. All ESE Case Managers, Teachers of the Gifted, 504 School Contacts, and ESE/504 Services Providers who are responsible for authoring IEPs, 504 Plans or EPs will be provided ~~one (1)~~ four (4) paid working "administrative" days ~~each nine (9) weeks that school is in session~~ per year to work on student plans, billing, and other necessary and related tasks. During this time, these teachers shall not be pulled for other duties such as supervision, class coverage, or testing administration unless in the case of an emergency. These "administrative days" cannot fall on a teacher planning day. This work must be completed at the school site and cannot be used in place of leave or to offset other hours worked. Each impacted teacher will submit a request to their on-site administrator at least ten (10) days prior to utilizing an administrative day.

- 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. A teacher may work remotely on non-student contact days upon mutual agreement with his\her administrator. Requests shall not be unreasonably denied. The administrator must provide the reason for any denial in writing.
- 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

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 be compensated in accordance to Article 21.01

7.19 Splitting Classes

- A. In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute for another teacher, however, classified staff and non-classroom teachers should be used to cover classes prior to resorting to splitting classes.
- B. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.

~~7.17~~ 7.20 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~~ comparable 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.

**Moved to LCVS Section - Contract Clean Up**

7.02 E 4. 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.



## WHAT IS THE LCSB WILLING TO COUNTER?

### 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.

**8.07 — Teacher Class Size Limitations**

<b>When Prep load exceeds 3 course codes as provided by the state</b>	<b>Number of Additional Preps</b>	<b>Alternative Comp Time Provided</b>
<b>Grades 6—12</b>	1	Alternative Comp Time each Week
	2	Alternative Comp Time each Week
	3	Alternative Comp Time each Week
<p><i>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.</i></p> <p><i>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).</i></p> <p><i>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)</i></p>		

**8.08 — ESE Teacher Caseload Limitations**

<b>Caseload Limits Based on Least Restrictive Environment</b>	<b>Number of extra students</b>	<b>Alternative Comp Time Provided</b>
<u>PreK ESE Teachers (Regular class and/or Separate Class): 12</u>	$\geq 5$	13.5 hours of Alternative Comp Time each 9 weeks limit is exceeded
<u>ESE Teachers Regular Class or Resource Room: 24 students</u>	$\geq 5$	13.5 hours of Alternative Comp Time each 9 weeks
<u>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:</u> <ul style="list-style-type: none"> <li>● 251 shall count as 1 student</li> <li>● 252 shall count as 1.5 students</li> <li>● 253 shall count as 2.0 students</li> <li>● 254 shall count as 2.5 students</li> <li>● 255 shall count as 3.0 students</li> </ul>	$\geq 3$ students on the weighted system	18 hours of Alternative Comp Time each 9 weeks

**8.09 ESE Service Provider Caseload Limitations**

<b>Caseload Limits Per Professional Area (full-time)</b>	<b>Number of extra students</b>	<b>Alternative Comp Time Provided</b>
<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"> <li>● Level 1 shall count as 0 students</li> <li>● Level 2 shall count as 0.25 student</li> <li>● Level 3 shall count as 1 student</li> <li>● Level 4 shall count as 2 students</li> <li>● Level 5 shall count as 3 students</li> </ul>	<p>≥ 40</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 40</p>
<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"> <li>● 2 times a week shall count as 2 students</li> <li>● 1 time a week shall count as 1 student</li> <li>● 2 times a month shall count as 1 student</li> <li>● 1 time per month shall count as 0.5 students</li> <li>● 1 time per quarter shall count as 0.5 students</li> <li>● Program Support shall count as zero students</li> <li>● 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.</li> </ul>	<p>≥ 40</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 60</p>
<p><u>School Psychologists:</u> 3 schools, including no more than 1 elementary school</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Social Workers:</u> 3 schools, including no more than 1 elementary school</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Local Assistive Technology Specialist (LATS):</u> 80 students</p>	<p>≥ 40</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 80</p>
<p><u>Program Specialists for Behavior:</u> 2 schools</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Program Specialist for Compliance:</u> 2 schools</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<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>	<p>Greater than 7% difference between comparable caseload limits</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks when the difference between comparable caseloads exceeds 7%</p>

16.05 Continuity of Classroom Instruction: To encourage and reward employees who assist in maintaining continuity of classroom instruction, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each school year shall upon request receive payment for the number of sick leave days earned in said school year. For example, if a teacher is absent for sick leave purposes two (2) times, he/she may receive payment for eight (8) days of sick leave. The following procedures apply to the payment of sick leave under this section.
  - a. An employee must have a minimum of fifteen (15) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
  - b. The payment of this incentive shall be paid to eligible employees no later than September 1 of the school year following the school year in which the employee qualified for the incentive pay.
  - c. For purposes of this section, sick leave shall be defined pursuant to Florida Statutes, Section 1012.61.
  - d. Days for which such award payment is received shall be deducted from the accumulated leave balance.
  - e. Number of eligible days times the affected employee's daily rate of base pay times eighty percent (80%).

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.~~

LCTA proposed paid parental leave during the first bargaining session.

16.26 Employee Childcare: The LCSB shall provide free before- and after-school childcare to employees through programs that operate on Leon County School sites.

1. An employee is “a person employed on a full-time basis.”
2. An eligible child must meet at least one of the following criteria:
  - a. Be a biological child of the employee.
  - b. Be a child eligible for coverage on the employee’s health insurance plan.

16.27 Family Care Leave

- A. All full-time employees who have completed a six-month (6) probationary period in their appointed position shall be credited with five (5) days of family care leave in the event of an illness 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 five (5) paid days of family care leave on a fiscal year basis. Family care leave is not cumulative. An employee may use the five (5) days of family care leave as permitted in 16.14C during a year. Employees will not be paid family care leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay). Employees are required to provide a doctor’s note or other satisfactory document.



**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 1<sup>st</sup>, 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.

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 or as soon as possible 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.

**Supplement Proposal**

Performing Arts Director at 12% To encompass all arts programs not covered at this time such as steel pan and guitar.) (Magnet schools for the performing arts at 24%)

- Agriculture Sponsor at 4%-12%
  
- Math Competition Sponsor 6% (2% for elementary, 4% Middle/High)
  
- Add new elementary supplements at 2% 4%
  - PTO Coordinator - 4%
  
  - SAC Coordinator
  
  - STEM Chair -2% 4%
  
  - PBIS Chair - 2% 4%

Rename Site Facilitator as Shared Decisions Making Council Facilitator

Increase Shared Decisions Making Council Facilitator 3% 4%

Add Shared Decisions Making Council Members at 2%