

Article VII
PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

7.01 Employee Workday and Workweek

A. Employee Workday - Standard and Extended.

1. Standard Workday. The beginning and ending time of the employee workday ~~shall provide no less than 30 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.
2. Extended Workday. The School Board may adopt a written plan for an extended workday consisting of no more than eight (8) hours and thirty (30) minutes at one (1) or more instructional sites. This plan shall include the educational purpose to be achieved by the extension of the workday. LCTA shall be provided with the proposed plan as soon as practicable. Implementation of the plan shall not occur prior to a discussion with LCTA about the impacts on teacher's working conditions, wages and terms of employment. Employees at a school where such extended workday is to be implemented shall be provided with written notice that the District plans to implement an extended workday at their school. Employees' pay shall be increased proportionally at their hourly rate consistent with the extended workday (see Section 21.03). A permanent employee assigned to a school that is to have an extended workday who desires to transfer to a school on a standard workday shall be provided with such an opportunity.
3. The workday shall include:
 - a. Lunch Period. Employees shall have a duty-free lunch ~~period no less than of 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. On planning days, the lunch period shall be one (1) hour.
 - 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, ~~# the accrual of Alternative Teacher Compensatory Leave~~ 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.

(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 periods shall be generally be scheduled for no less than 45 minutes per period, however individual classes periods may be adjusted as necessary to meet the needs of the school at the discretion of the site administrator.~~

(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.

c. Teaching Periods and Time for Other Duties. Time spent supervising students, lunch, or performing other duties during the contracted work day shall not be part of the employee's planning/preparation period or "pupil contact teaching assignments" as established in 8.02 and 8.04.

B. Employee Workweek. The workweek shall not exceed five (5) consecutive working days, Monday through Friday, in a seven (7) day week, and includes those professional duties as prescribed in Section 7.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the site administrator. The total amount of time in the employee's workweek shall consist of the number of minutes in the employee's scheduled workday times five (5) days.

7.01 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

A. General

1. All professional duties shall be assigned to employees in a fair and equitable manner.
2. When an employee received prior permission to miss an assigned duty, the site administrator shall take no punitive action related to employee discipline or employee evaluation ratings.

3. The site administrator will provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events, District events, or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties and shall not preclude the site administrator from scheduling additional duties or activities as the need arises.
 4. Employees whose assignments require travel between two (2) or more locations in the District are authorized to be reimbursed for the mileage associated with such travel under the provisions of Board Policy 6550—Travel and Per Diem, and Administrative Procedure 6550—Travel Guidelines. Travel to and from an employee’s home shall not be reimbursed.
 5. Employees will not be required or assigned to collect or transport money for programs outside of their area responsibility.
- B. Assignments within the Workday
1. Employee activity/duty assignments within the workday shall be determined by the site administrator, in cooperation with the Shared Decision-Making Council if such exists at the school.
 2. Employees shall at all times during the school year have input into developing their teaching schedules.
 3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Teachers will be given the opportunity to indicate their preference of grade level, teaching assignment, and schedule.
 4. Assignments at the beginning of the school year shall be made in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. All other assignments shall be made in writing two (2) weeks in advance of the scheduled duty. Assignments may be made later than these dates due to unforeseen circumstances.
 5. Assignments may be revised as needed.
- C. Assignments beyond the Employee’s Workday and Workweek
1. No employee shall be required to stay beyond their scheduled workday or to participate in activities outside their scheduled workweek without being assigned a specific professional duty ~~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.
- D. Compensated Assignments Beyond the Standard Work Schedule (Workday, Workweek, or Work Year)
1. Assignments in addition to the employee’s work schedule during or beyond the school year for which compensation is provided including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the employee, with the following exceptions:
 - a. An employee may be appointed to an extended work year under the provisions of Section 23.01.
 - b. An employee may be appointed to an extended workday under the provisions of Section 7.01A2.
 - c. The District also may require employees to perform additional compensated assignments beyond the work year under the following conditions: (a) Such assignments are incident to implementation of, or compliance with, state or federal mandates; (b) The assignments do not extend beyond five (5) days; and (c) Written notice is provided to employees no fewer than twenty (20) days prior to the final instructional day of the employee work year. LCTA shall be notified of such proposed assignments at least thirty (30) days prior to the final instructional day of the work year and shall be provided the opportunity to review such proposed assignment with the principal, Division Director, and Director of Labor Relations

to ensure compliance with these conditions. Additionally, an employee may be exempted from participating in such assignments upon submitting a timely request for such exemption.

E. Leon County Schools Virtual Schools Program

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

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 may be altered and offered to instructors after students scheduled hours or all hours on a singular day. Lively Instructors whose program extends beyond the 196-day teacher contract will be paid hourly for student contact time plus planning time as offered in the traditional schedule.
2. Employee Workweek

- a. Instructors at Lively Technical College may work Saturdays and/or evening hours depending on course offerings. Instructors who work days outside the traditional calendar will receive hourly compensation to include student contact time and planning time.
3. Assignments within the workday
 - a. Instructors at Lively Technical College will be required to teach the multiple courses within their program. Courses are delineated in the program-specific career and technical education frameworks as outlined by the Florida Department of Education and published annually online.

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 7.5 hours of District-wide in-service, as authorized by the Superintendent, shall be held on designated planning days at the beginning of the year.

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
 1. Compensatory time shall be earned only for duties assigned specifically in advance by the site administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
 2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.
 3. The nature of employee assignments beyond the scheduled workday, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the Shared Decision-Making Council if such exists at the school, consistent with the provisions of this Contract. Assignments may be revised as needed.
 4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, teacher-led parent conferences, parent-teacher organization meetings and activities, and school open houses.
- B. Use of Compensatory Time
 1. Previously earned compensatory time may only be used with the prior approval of the site administrator on planning days, including pre-and post-planning nonstudent days, at the end of the regular school day after student hours for purposes such as voting or to provide an employee the ability to leave the site on the day immediately preceding an employee holiday, or at such other times when an employee is not assigned student instruction or supervision. An employee may also request the use of personal leave for such purposes under the provisions of Section 16.09.
 2. All unused compensatory time earned, except Alternative Teacher Compensatory leave as outlined in 7.01A3b(i), will expire one (1) calendar year from the date the time was earned, provided the teacher is re-appointed at the same school in the subsequent school year. If an employee is not

appointed at the same school in the subsequent school year the compensatory time will lapse at the end of the ~~annual-employee~~ contract year or upon the resignation of the employee.

3. No monetary reimbursement shall be awarded for compensatory time.
- C. Within the first thirty (30) days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section. Such plan shall be developed in cooperation with the Shared Decision-Making Council if such exists at the site and a copy of the plan shall be forwarded to the District's supervisors.

7.05 Meetings

A. Faculty Meetings

- i. 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.
- ii. 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.
- iii. Employees who are unable to accommodate a faculty meeting, extension which extends beyond ~~one-half (1/2) hour the standard or extended workday by more than 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.
- iv. 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.

7.06 Rules and Policies

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

7.07 School Facilities

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

- F. Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, or construction workers. Disruptions through the intercommunication system and other disturbances shall be kept to a minimum.
- G. When making an assignment for vacant, constantly assigned work areas, priority consideration shall first be given to an employee who has worked at the site for one (1) or more years without having constantly assigned space. This assignment shall not have a negative impact on specific programs.
- H. Employees shall be given all keys or other access devices necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys and their operation of security systems in keeping with the procedures as outlined in policy or regulation.
- I. Employees may request that the site administrator issue keys and other access devices prior to the official pre-planning week of each school year to prepare their classrooms for the start of school.

7.08 Health and Safety

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

7.09 Classroom Observations. Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the site administrator and the employee has either consented or been informed at least forty-eight (48) hours in advance excluding weekends and holidays. Such observations shall be no longer than one (1) hour in length. Upon request, a building administrator or designee may be present in the employee's classroom during the entire observation period.

7.10 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 a reasonable timeframe.
- 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.

- 7.11 Supervisory duties for employees who serve two (2) or more schools shall be prorated to the fractional equivalent of employment in each school.
- 7.12 Teachers shall have two (2) weeks to enter grades and shall make every reasonable effort to timely enter their grades in FOCUS. Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. Every effort will be made to ensure that no more than 1.5 hours of non-individual planning shall be permitted between marking periods. The last two (2) weeks of the final grading period of the year shall be excluded from the above provisions.
- 7.13 A student's IEP/504 Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of an inclusion model, provided that the implementation is consistent with the student's IEP/504 Accommodation Plan. It shall be the joint responsibility of the school site and the District to determine and provide for the training needs of employees assigned to teach in an inclusion model. Employees who have medically fragile students in their classroom should have appropriately trained personnel accessible at all times. Site administrators should make a reasonable effort to allow employees who prefer working in the inclusive environment to have the first opportunity for the assignment. Site administrators shall keep class size in an inclusion model as small as possible consistent with staffing and program needs.
- 7.14 Site administrators shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs and/or 504 Plans. These accommodations may include securing a substitute to enable the employee to prepare these documents during the workday. All ESE Case Managers, Teachers of the Gifted, 504 School Contacts, and ESE/504 Services Providers who are responsible for authoring IEPs, 504 Plans or EPs will be provided ~~one (1) 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.
- 7.15 Whenever possible, IEP/504 Plan/MTSS/PST meetings shall not be scheduled during a student contact time.
- 7.16 Pre-Planning, ~~Planning Days~~, and Post-Planning.
- 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. 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.
 - B. Post Planning: No mandated, professional development shall take place during post-planning.
 - C. 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
 - ~~D. 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.~~
- 7.17 Professional Courtesy
- A. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all District employees to treat everyone involved in our education

environment with dignity and respect. No derogatory communications, verbal or nonverbal, shall be made by any employee to any employee, especially in the presence of other District employees, students, parents or other visitors. Critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.

- B. No employee shall receive adverse comments from the site administrator, especially in the presence of students or faculty members regarding performance evaluation. All comments regarding an employee's professional performance shall be communicated directly to the employee.
- 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.

7.18 Additional Job Duties Due to Staff Vacancy:

Only in emergency situations shall In specific instances, prompted by extended absence or staff vacancy in a student serving role, teachers may be assigned to manage ~~an~~ additional ~~job role~~ duties and/or responsibilities, beyond the timeframes of their assigned work day. Employees who are assigned in such instances, by their site administrator, shall be compensated for additional work performed outside the assigned work day in accordance to Article 21.01, provided the work performed is directly related to the additional duties or responsibilities assigned. Nothing in this provision shall limit the right of the site administrator to assign duties and/or responsibilities as needed during the teachers assigned work day within the limitations established in the collective bargaining agreement.

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.

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.

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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

When Prep load exceeds 3 course codes as provided by the state	Number of Additional Preps	Alternative Comp Time Provided
Grades 6—12	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

Caseload Limits Based on Least Restrictive Environment	Number of extra students	Alternative Comp Time Provided
<u>PreK ESE Teachers (Regular class and/or Separate Class): 12</u>	≥ 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>	≥ 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"> ● 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

8.09 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 	<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"> ● 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. 	<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>

Article X EMPLOYEE DISCIPLINE, AUTHORITY, AND PROTECTION

10.01 Employees Right to Representation Corrective Action Plan for Discipline

~~A. Where~~ When 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. In no event~~

~~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.~~

B. 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. When a request for such representation is made by the employee, no action shall be taken with respect to the employee until such representation is present. However, Employees, upon the request of the Union, may have access to representation during interviews with DCF. For in instances involving time sensitive or safety related 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. Under no circumstances, shall an investigatory conference or meeting that may lead to disciplinary action be delayed by more than three days, as a result of the unions

availability. 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.

C. 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.

D. Employees are entitled to a fair and thorough investigation by the District of their administrator/supervisor of the facts associated with the alleged violation of policy prior to receiving progressive and/or cumulative discipline.

10.02 – Employee Discipline:

A. Just Cause- No employee shall be corrected for discipline including reprimand, suspension with or without pay, demotion, or discharge without just cause.

B. Progressive and/or Cumulative Discipline- When circumstances dictate that disciplinary action should occur as a result of employee misconduct and/or substandard performance of assigned duties corresponding employee discipline may be progressive and/or cumulative in nature. Disciplinary Actions for a first offense will begin at the lowest level appropriate to the issue being addressed. It is recognized that a 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. Both the District and the Association understand that there are violations of conduct where strict adherence to ~~corrective action~~ the progressive disciplinary/cumulative discipline progression would be a breach of the District's duty.

Generally, the employee disciplinary progression may be as follows:

1. Counseling memorandum
2. ~~Letter of~~ Written Reprimand
3. Suspension without pay
4. Termination

For the purpose of this process, a verbal warning is not considered to be a formal disciplinary action.

C. Administrative Leave- when it is determined that administrative leave is appropriate by agreement of the Superintendent's designated disciplinary authority and the Office of Labor and Employee Relations, an employee may be placed on administrative leave with pay to determine the merits of a corrective action or discipline. If at any point in time an employee fails to cooperate with an investigation or disciplinary process, including the obligation to meet, or check in as directed, with a site administrator or district authority, in accordance with the provisions of Article 10.01 the employee may be placed on administrative leave without pay until a final decision is reached.

D. Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, a permanent employee shall be provided the procedural safeguards

described below. These procedures include providing the employee with a “Notice of Proposed Action”, an opportunity for a “Predetermination Conference”, and a “Notice of Final Action”.

1. Notice of Proposed Action

a. The employee shall be provided a written “Notice of Proposed Action” by personal delivery or certified mail, return-receipt requested. The “Notice of Proposed Action” shall be dated at least ten days prior to the effective date of the proposed final action. In addition, the projected effective date of the final action shall be clearly indicated within the “Notice of Proposed Action”. No final action, shall be effective prior to the date indicated in the notice, however, a final action may be adjusted to a later date as needed.

b. The “Notice of Proposed Action” shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:

- 1) The disciplinary action proposed and its projected effective date.
- 2) The specific violation or reasons for the action.
- 3) A statement advising the employee that s/he may, within five (5) days of receipt of the notice, submit a request in writing for a predetermination conference in order to make an oral or written statement, or both, to the Superintendent’s disciplinary designee to refute or explain the charges made against the employee. The notice shall state that failure of the employee to submit the written form requesting a conference within five (5) days constitutes a waiver of his/her rights to such conference and that in the absence of a response, the proposed disciplinary action shall be become effective on the date proposed in the notice.
- 4) The notice shall provide the name and address of the person with whom the request for a predetermination conference shall be filed. The notice shall advise the employee that the conference will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent’s disciplinary designee, normally during regular business hours.
- 5) A statement advising the employee of the Superintendent and the Board’s sincere desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee’s reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee’s response.
- 6) A statement advising the employee of his/her right to representation at the predetermination conference.

2. Predetermination Conference- A pre-determination conference is an informal meeting in which the subject employee is given the opportunity to make an oral or written statement, or both, to the Superintendent’s disciplinary designee to refute or explain the charges made against the employee. The purpose of the conference is to hear the employee’s explanation of the situation, which is prompting proposed disciplinary action, so as to protect the employee from erroneous or arbitrary adverse action.

- a. The conference shall be conducted by the Superintendent’s disciplinary designee who shall make a recommendation to the Superintendent/ Board regarding a final action.

- b. The conference shall be set prior to the proposed effective date of the disciplinary action. Reasonable accommodation may be requested to ensure the conference is conducted at a reasonable time and in a reasonable manner.
- c. The person conducting the conference shall convene the conference at the time and place set and shall identify him/herself, the employee and all other participants.
- d. The conference shall be informal. The Rules of Evidence shall not apply. The employee may bring a qualified representative to assist or advise him/her.
- e. In order to promote an atmosphere conducive to free and open discussion of the circumstances and proposed disciplinary action, the parties may not cross-examine unwilling persons - managers or employees. The Superintendent's disciplinary designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee may ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
- f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's disciplinary designee to give that information such weight as s/he deems proper.

3. Notice of Final Action

- a. The Superintendent or disciplinary designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return-receipt requested on or after the effective date of the final action as set forth in the original "Notice of Proposed Action".
- b. The "Notice of Final Action" shall specify the facts relied upon by the Superintendent or disciplinary designee in reaching his/her decision and shall refer to the policies, rules, laws or other legal basis on which the action is premised.
- c. The "Notice of Final Action" shall also describe the employee's right to have the decision reviewed through evidentiary hearing or through the grievance procedure provided in Article VI.

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, and otherwise meet the established certification requirements and minimum qualifications, for the teaching position/class they are being assigned to teach, shall be temporarily placed at the appropriate step of the regular employee salary schedule and will receive all benefits stated in this Contract for the duration of the respective assignment.~~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.

Article XVI
PAID LEAVES

Sick Leave

16.01 District Sick Leave Credit and Accrual

- A. Each regular full-time employee, as defined in paragraph D below, shall be credited with four (4) days of sick leave as of the first day of employment of each current year and, thereafter, credited with one (1) additional day of sick leave at the end of each full calendar month of employment up to an annual total of one (1) day of sick leave for each month of employment.
- B. An eligible employee, as defined in paragraph D below who is employed on or before the 15th day of the month will be credited with a day of sick leave at the end of the month. An employee who terminates on or before the 15th day of the month will not be credited with a day of sick leave for that month.
- C. If an employee terminates from the District prior to earning sick leave days that have been used, a deduction will be made from his/her final check for the overused sick leave.
- D. A regular employee must work at least fifty (50) percent of the hours required for full-time employment in order to accrue or use sick leave.
- E. There is no limit to the number of sick leave days an employee may accrue.

16.02 Employees may be credited with sick leave earned while employed by a State of Florida agency, a Florida public university, or a Florida district school board, provided at least one-half (1/2) of the leave is established while employed by the Leon County School District. Sick leave may only be transferred to the Leon District if a written request for such transfer is submitted to the District within one hundred twenty (120) calendar days of a person's initial employment with the District or within one hundred twenty (120) calendar days of such sick leave becoming available for transfer. New employees shall be provided written notification of this deadline.

Upon hire, LCSD employees shall receive written notification of the above deadlines that govern transferring sick leave. LCSD shall also inform new hires of the above deadlines at new employee orientations.

Benefits Department will confirm that it has received all necessary materials to make its determination within ten (10) working days of receipt from the affected employee.

16.03 Employees must have earned the sick leave to be credited under the provisions of Section 16.01 in an instructional capacity.

16.04 A person who resigns and returns to active employment will be able to pick up accrued days earned in previous employment with the Board and carry the accrued days forward, provided the person has not been paid for these days or has had the days transferred to another agency.

16.05 Payment for Accumulated Sick Leave

- A. At and after the normal retirement date or at the time of disability retirement, an employee, or his/her beneficiary if service is terminated by death, will receive terminal pay for accumulated sick leave pursuant to the following during:
 - The first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
 - The next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
 - The next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
 - The next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
 - And after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

For the purpose of this section, the phrase "normal retirement date" shall mean retirement as defined in Sections 121.021(29) or 238.07(2)(e)1 and (f), F.S. (2000).

- B. Employees eligible to receive terminal leave pay, as provided above, shall participate in the Board-approved 401(a) Qualified Retirement Plan, subject to a minimum contribution level established by the Board in consultation with LCTA. The 401(a) Qualified Retirement Plan allows participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions of terminal sick leave payout. Participating employees who wish to

withdraw their funds under conditions that subject the funds to the early withdrawal penalty assessed by the Internal Revenue Service will be reimbursed a 2.35 percent portion of such ten (10) percent penalty upon application to the District pursuant to District procedures for such reimbursement.

- C. An employee who participates in the Deferred Retirement Option Program (DROP) will receive pay for accumulated sick leave as indicated in paragraph A, above. The rate of pay for such leave shall be based upon the base salary rate of the employee at the time payment occurs. Such leave will be paid in equal annual installments in each of the years in DROP. The first payment will be made following receipt of the audited leave record from the end of the month immediately prior to entering DROP. Subsequent payments will be made following receipt of the audited leave record from the end of the month immediately prior to the retirement (DROP) anniversary date. Actual dates of these payments will depend upon the date the audited leave records become available.
- D. An employee who begins participation in DROP, but elects to cancel DROP shall, within six (6) months of the DROP cancellation, be required to repay the Board all sick leave pay previously received as part of DROP. Repayment of such sick leave will be deducted from the individual's six (6) salary payments immediately following notification of termination of DROP. Repaid sick leave time will be returned to the account of the employee as if there had been no DROP participation.
- E. Employees whose DROP is extended as provided in Section 121.091(13), F.S., shall be paid accumulated sick leave as provided above for the first sixty (60) months of DROP. Leave accrued during the extended DROP shall be paid at the end of each annual DROP extension.

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.
 - 1. 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.
 - 2. 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.
 - 3. For purposes of this section, sick leave shall be defined pursuant to Florida Statutes, Section 1012.61.
 - 4. Days for which such award payment is received shall be deducted from the accumulated leave balance.
 - 5. Number of eligible days times the affected employee's daily rate of base pay times eighty percent (80%).

F.

Continuity of Classroom Instruction: To encourage and reward employees who assist in maintaining continuity of classroom instruction, by utilizing two (2) days or less of sick leave, the parties agree to the following incentive award.

The implementation shall be conducted as a trial period spanning the 2025/26, and 2026/27 contract years. Provided program outcomes have favorable impacts on continuity of instruction and are fiscally sustainable, the program will be negotiated on a more continuing basis as part of the 2027/28 collective bargaining agreement.

Employees who utilize two (2) sick leave days or less for the respective school year, shall upon request, receive payment for a designated number of sick leave days, earned and unused, in the respective school year.

Eligibility criteria for participation are as follows:

1. Must have used two (2) or fewer days of sick leave for the respective school year.
2. Must have been continuously employed with the Leon County Schools for a minimum of fifteen (15) years.
3. An employee must have a minimum of sixty (60) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

Parameters for Payment are as follows:

1. The payment of this incentive shall be paid to eligible employees no later than September 1 following the school year in which the employee qualified for the incentive pay.
2. For purposes of this section, sick leave shall be defined pursuant to Florida Statutes, Section 1012.61. Days for which such award payment is received shall be deducted from the accumulated sick leave balance.
3. The District may reduce the maximum number of days for which any individual may receive payment based upon budgetary constraints. Any reduction enforced, will apply to all applicants requesting payment for the respective school year and shall be announced as soon as practicable.
4. An employee who accepts payment for accrued sick leave shall no longer be eligible to participate in the employee sick leave pool for the remainder of their employment with Leon County Schools.
5. Payment will be distributed at a rate of sixty (60) percent of the employee's base rate of pay for 7.5 hours for each respective day requested.

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.

16.07 Medical Information. An employee may be required to be certified by a physician that the employee is capable of safely performing the duties required by the employee's position. An employee may also be required to provide information from his/her medical provider regarding the employee's medical condition and other medical information relevant to the District's staffing needs and its obligations under District leave policies and state and federal laws governing workplace accommodations for physical or mental impairments or disabilities. Such information may also be requested in conjunction with the verification described in Section 16.21 below and absence due to illness under Section 16.06C above.

16.08 Sick Leave Transfer. An employee may transfer their earned sick leave to a spouse, sister, brother, parent, child or any designated person employed by the District under the provisions of- Board Policy 3430.03— Sick Leave (c) (3) (4) and related procedures.

16.09 Personal and Emergency Leave. An employee may use up to six (6) days a year of accrued sick leave for personal reasons. No more than three (3) days of such personal charged to sick leave may be used consecutively; however, the site administrator may approve more than three (3) days in unusual and compelling personal circumstances. A request for personal leave need not be granted when fifteen (15) percent or more of the total number of employees in a cost center or similar unit (but no less than one (1) employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the personal leave is requested. In applying this provision, leave requests that have already been approved shall ordinarily take priority over those submitted at a later date. Site administrators are encouraged to provide incentives to employees at their sites to manage their absences and thereby moderate the use of monies made available to compensate substitutes (for example, using any unused sub monies at the end of the fiscal year in a manner that benefits the employees at the site.)

16.10 When using up to three (3) days of sick leave for personal reasons, the employee shall file the leave request with his/her supervisor two (2) days before the leave is to begin. When requesting the use of more than three (3) consecutive days of such leave under the provisions of Section 16.09, the employee shall file the leave request at least five (5) days before the leave is to begin.

16.11 Sick leave for emergency shall be limited to two (2) days per year and is applicable only in bona fide emergency situations where the employee could not foresee the need to be absent at least twenty-four (24) hours in advance. Such leave shall be counted against the six (6) days personal charged to sick leave described in Section 16.09 unless the employee has exhausted such personal leave at the time of the emergency, in which case it shall be charged directly to sick leave.

16.12 Workers' Compensation - Leave and Benefits

A. An employee unable to perform any duties as a result of an injury received in the course and scope of employment as defined in Section 440.02, F.S., shall receive up to fifteen (15) days of injury-in-line-of-duty leave in lieu of receipt of Workers' Compensation indemnity benefits on the condition that the employee complies with the provisions in the following paragraphs. Such leave shall not reduce the employee's accumulated leave. As an exception to the fifteen (15) days leave limitation, an employee whose injury results from an act of violence inflicted upon him/her by a student or parent in the course and scope of employment shall receive up to ninety (90) days of injury-in-line-of-duty leave.

B. In the event of an injury as described in paragraph A, the employee shall immediately notify the site administrator or their designee of the injury and complete a written leave request and Notice of Injury form with the Risk Management Office. In an emergency, the Notice of Injury and written leave request shall be provided as soon as the employee is medically capable to do so. Risk Management Office staff shall come to the worksite or to a medical facility to facilitate the employee's timely completion of the Notice of Injury form when feasible. The employee shall also, as soon as possible, provide a doctor's certificate from a medical provider approved by the District stating that the injury was, in his/her

opinion, sustained or contracted during the course of employment. A list of currently approved medical providers shall be maintained at each worksite.

- C. If an employee is unable to resume duties at the end of a fifteen (15) day (or ninety (90) day) period of injury-in-line-of-duty leave, such leave shall also be used for that portion of the employee's contracted employment period compensated from Workers' Compensation indemnity benefits. The employee may also, while in this status, use any accrued leave to supplement Workers' Compensation indemnity benefits to remain in pay status as it existed prior to the injury. Under no circumstances shall an employee be entitled to receive combined benefits from the District and Workers' Compensation exceeding one hundred (100) percent of the employee's average weekly salary. The employee also shall not accumulate leave on that portion of salary received through the provisions of Workers' Compensation.
- D. The Board may grant, at its sole discretion, additional injury-in-line-of-duty leave to an employee who is unable to resume duties and who has no accrued leave with which to supplement Workers' Compensation indemnity benefits as described in paragraph C above. Written application for such additional leave shall be made through the Superintendent.
- E. An employee (or representative) claiming an injury in the course and scope of employment shall follow to the best of his/her ability the treating physician's instructions and provide timely copies of treatment records and correspondence provided by the physician, cooperate with any assigned rehabilitation or vocational personnel, and cooperate with Board staff in regard to employment placement. Employment placement shall include light-duty assignments and any other appropriate efforts to return the employee to active duty within physical restrictions assigned by the authorized physician.

16.13 Leave for Contracting Communicable Disease at the Worksite

- A. An employee who is unable to perform his/her assigned duties because s/he has contracted a communicable disease that is substantially likely to have been contracted at his/her worksite shall be authorized to receive up to three (3) days of leave per fiscal year for such illness.
- B. In order to qualify for this leave, the following conditions shall be met:
 - 1. The employee has filed a claim with the site administrator on the appropriate form within three (3) days upon return to work;
 - 2. The site administrator must attach a statement to the leave form providing information in support of his/her determination that there is a substantial likelihood that the employee's disease was contracted at the worksite (the site administrator may require that the employee provide a doctor's certificate as part of such supporting information). In this regard, the disease must be one that is ordinarily transmitted in a densely populated setting such as a school (examples include pink eye, ringworm, and lice) and for which the incidence of contagion at the school is considerably higher than in the general population at the time the disease is contracted. The common cold and influenza are not included among the contagious diseases for which this leave is granted; and
 - 3. The employee is not eligible to receive Workers' Compensation benefits.
- C. Leave provided under this section is not cumulative.

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)** 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)** 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)~~ **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.~~

16.15 Military Leave

- A. Leave for Military Duty. Regular full-time employees who are members of the reserve in the United States Armed Forces or members of the National Guard or Naval Service shall receive remuneration up to a maximum of seventeen (17) days during absence from their regular work assignment during any work year if ordered by the Armed Services or National Guard to report for temporary duty. A copy of the employee's orders to report must accompany the request for leave under this section. At the sole discretion of the Board, employees who are called to active military service may be granted thirteen (13) additional paid leave days to a maximum of thirty (30) days paid military leave during any work year. For the purpose of administering military leave, a work year shall be defined as beginning October 1 and ending September 30 of the following year.
- B. Military Caregiver and Qualifying Exigency Leave. An employee who is a caregiver of a of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in Board Policy 3430.01—FMLA Leave, and Administrative Procedure 3430—Leaves of Absence/B. Military Caregiver Leave. Note: this leave entitlement is for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

16.16 Jury Duty and Subpoena as a Witness An employee shall be granted full pay and benefits for appearance in court under the following circumstances:

- A. A full-time or regular part-time employee, summoned for jury duty or subpoenaed as a witness in a case not involving personal litigation, shall be granted temporary duty leave with pay and any witness fees shall be retained by the employee. Any employee dismissed from jury duty or excused from the stand prior to 11:00 a.m. shall not be required to return to work that day.
- B. Employees of the school system shall be placed on temporary duty, without loss of pay, when subpoenaed by a court, as a result of incidents occurring which are related to their employment with the Board.
- C. Any employee, who has in his/her custody, official records of the school system, and is subpoenaed by a court to produce such records, shall also be granted temporary duty without loss of pay.
- D. An employee subpoenaed in line of duty as a witness on behalf of the Board shall be given temporary duty leave with pay, and any witness fees shall be retained by the employee.
- E. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation shall be granted vacation leave for this purpose, upon request. Employees who have accrued personal leave shall be granted such leave, upon request.

16.17 Temporary Duty. Temporary duty assignments are short-term absences approved by the immediate supervisor away from an employee's normal work location on a professional school-related activity. These activities include such things as field trips, representing Leon County Schools at a multidistrict meeting, or assisting other school districts in evaluations or plant surveys. During nonstudent contact time, employees with children/wards will be given temporary duty for parent conferences. Temporary duty of up to three (3) days shall also be provided to an applicant for National Board for Professional Teaching Standards certification to assist the applicant in fulfilling program requirements.

16.18 Absence during preschool and post-school planning for the purpose of attending summer school will be considered under this section.

16.19 Leon District will not pay for any trip that is paid for by another organization.

16.20 The employee shall be responsible for submitting the appropriate form to the immediate supervisor in a timely fashion.

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.

16.22 Abandonment of Position. An employee who is absent from the workplace for three (3) or more consecutive days without communication with the site administration as to the nature and circumstances of the absence or authorized leave shall be considered to have abandoned his/her position and resigned from the District.

- 16.23 Paid Holidays. Employees who are not in paid status on the day preceding a holiday will not receive pay for the holiday period.
- 16.24 Instructional Continuity – Excessive Absence. A continued pattern of absence for any reason that affects an employee’s ability to provide the necessary continuity of instruction or of other assigned responsibilities may result in District personnel action including but not limited to use of the discipline or evaluation process.
- 16.25 Leave for Domestic or Sexual Violence Situations. An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence upon meeting the conditions described in District Policy 2.14 (8). An employee requesting such leave must first use any paid leave available to the employee (sick, personal, or annual); if none is available the employee may then use unpaid leave.

- LCTA proposed paid parental leave during the first bargaining session. This item has an estimated price tag of \$535,306 based upon 2022/23 and 23/24 utilization. Funding for this item would have to come from the proposed 4 million (2024/25) of additional compensation on a recurring basis.

16.26 Paid Parental Leave for Employees

A. Certified employees (teachers and others who are qualified) who have been continuously employed with the Leon County School District for at least five (5) years and have actively worked at least 1250 hours over the last twelve (12) months will be granted a leave of absence from work with pay for a period of time equal to eight (8) consecutive work weeks upon documentation 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, years of experience, and eligibility criteria for Parental Leave this absence from work is considered full-time employment-a leave of absence and shall not count as time worked. 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) entitlement, and state maternity leave.

C. An employee must not be granted more than eight (8) consecutive work weeks of paid leave under this article in any given contract year. Parental leave must be continuous and may not be divided for use throughout the contract year. ~~policy during a twelve-month period~~ Employees meeting the established criteria, are eligible to receive the Paid Parental Leave on only two (2) separate occasions throughout their cumulative employment with Leon County Schools. This provision has no impact on the number of times and individual may receive Unpaid Parental Leave in accordance with the Family and Medical Leave Act (FMLA). ~~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. If both parents are LCS employees, the two employees, together, shall have a total of 8 weeks of Paid Parental Leave, which may be split and run consecutively or concurrently.~~

D. Leave granted pursuant to this article shall only be applicable to contracted work days and shall in no event extend beyond the end of the 196 day contracted work year or cause the employee to be paid in excess of the total salary allocated to be paid in the contract year. ~~section must be used within twelve (12) months of the qualifying birth or adoption. Paid leave under this policy must~~ article shall ~~be paid at one hundred percent (100%) of the employee's hourly rate of pay for the standard workday as established in 7.01(A)(1). 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.~~

LCTA subsequently proposed Employee Childcare

~~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:
 - ~~1. Be a biological child of the employee.~~
 - ~~2. 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 XXI
COMPENSATION**

21.1 Health Insurance Program

- A. The Board will make available to eligible employees a group health insurance program. The Board shall contribute the following percentages of the premiums charged by each of the health care plans, including the premium for mental health care, offered by the District through its health care program, effective with the plan year beginning October 2006:
- 80.00 percent of the individual coverage premium; and
 - A dollar amount that is equal to the 80% Board contribution at the single premium level for the plan selected by the majority of covered employees, plus 60% of the remaining Plus 1 and Family coverage premium.

In no case shall the Board's contribution exceed 100 percent of the premium costs for the program in which the employee is participating.

B. Two-Employee Coverage

1. Two-Employee/Two-Person Coverage. Each employee covered under two-employee/two-person coverage shall pay the individual employee's cost for single coverage.

- A. Two-Employee/Family Coverage. Each employee covered under two-employee/family coverage shall pay the individual employee's cost for single coverage. When an employee covered under the Two-Employee/Family Coverage passes away, the surviving employee/spouse will be eligible to continue to pay the Two-Employee/Family premium for the remainder of the plan year plus one additional plan year as long as the plan is still considered a family plan. If the plan becomes a Two Person plan, the premium will change to Two Person.

The District will provide for the payment of premiums by payroll deduction for employees for such plan. The Board health insurance contribution shall be made in ten (10) installments.

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%
 - Ongoing care of animals, with significant time contribution- additional 2%

- Math Competition Sponsor 6% (2% for elementary, 4% Middle/High)
- Raise academic coach/sponsor percentage by 2% respectively based on level.

- Add new elementary supplements at 4%
 - PTO Coordinator – 4%

 - SAC Coordinator

 - STEM Chair – 4%

 - PBIS Chair – 4%

Rename Site Facilitator as Shared Decisions Making Council Facilitator

Increase Shared Decisions Making Council Facilitator 4%

Add Shared Decisions Making Council Members at 2%