

1991-92 LCTA CONTRACT AMENDMENTS

Below are amendments to the Contract Agreement between the School Board of Leon County and LCTA for 1991-92.

TEACHER EDUCATION CENTER

- 9.10 TEC representatives shall be elected by the faculty at their site. The TEC chair at the District level shall rotate among the elementary, middle, high, and other sites. Should there be a lack of interest at any level for their rotation year, the rotation would move to the next level.

TEMPORARY DUTY

- 16.21 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 at a multi-district meeting, or assisting other school districts in evaluations or plant surveys. During non-student contact time employees will be given temporary duty for parent conferences with their children/wards.

COMPENSATION

- 21.4 F Hourly teachers employed in supplemental fire service training programs will be paid a flat rate of \$10 per contact hour of instruction.
- 21.7 Supplemental salaries shall be those as set for in Appendix B which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with the said appendix. A joint committee between LCTA and the School Board will meet to develop guidelines for supplements for the 1992-1993 school year. Four teacher representatives will be appointed by the LCTA President and four administrators will be appointed by the Superintendent.
- 21.11 F The president of the LCTA shall be granted credit on the salary schedule for years served in said office.

METHOD OF PAYMENT

21.22 A six (6) member committee, three (3) appointed by the LCTA President and three (3) appointed by the Superintendent will be established to study the viability of bi-monthly salary payments. This committee shall meet a minimum of three (3) times to research and prepare a report to be presented to the School Board by May 15, 1991 for their consideration. Talks concerning bi-weekly pay will continue until such time as it is financially feasible to implement in the District.

25.7 General Definition

This and the following sections address a critical issue in school governance, "shared decision-making." To enable this, a system for Site Based Decision-Making is hereby established. Site Based Decision-Making is a democratic system that enables a school's community - defined as its principal, teachers, staff, parents, students, business partners, and other interested citizens - to actively and directly shape the quality of education for its students. Site Based Decision-Making is a strategy for "shared decision-making" and the establishment of an environment for creative teaching and learning. Its hallmark traits are Flexibility and Accountability.

The School Board and the LCTA recognize that arrangements at individual school sites, where employees are given increased responsibility for making decisions with regard to their day-to-day affairs, will foster the collegial exchange of ideas and information that is necessary for effective professional practice and the improvement of the educational process.

25.8 Parameters for Site Based Decision-Making

Site Based Decision-Making must function within the parameters of Federal and State laws, State Board rules, School Board policies, and collective bargaining agreements. Consideration must also be given to Superintendent and Principal authority and responsibilities established by State Statutes.

25.9 Site Based Decision-Making

A school's participation in Site Based Decision-Making shall be voluntary. Each site will have the opportunity to conduct an election to determine participation. An election may be held at the beginning of either semester of a school year. This election (by secret ballot) shall be jointly supervised by the Building Principal and the Lead LCTA faculty Representative. A three-quarters approval vote by the faculty, building administrators, all support staff and approval by the Principal, with an indication of support from the parent organization shall be necessary for participation. Each June, before school is out, the site employees will vote to decide if they want to continue Site Based Decision-Making. The results of votes from individual schools shall be reported to the Superintendent, the President of LCTA, and the Central Council.

25.10 Site Based Council

Each school participating in Site Based Decision-Making will be required to establish a clear decision-making structure (Site Based Council) that will systematically involve all segments of the school community. It is suggested that the composition of this council shall be no less than eleven (11) and no more than fifteen (15). This number may be expanded to meet statute requirements when the council serves as the school's advisory council for school improvement and accountability. At sites with less than twenty-five (25) employees, the composition of the council may be less than eleven (11) members. The council members shall be determined by secret ballot. Once the council is formed, it shall elect a chairperson and recorder from its members.

While the particular organizational structure may vary and will be determined by the school itself, the process must meet certain general requirements.

1. A letter of intent of the site's decision to participate shall be forwarded to the Central Council within two working days following the election.
2. Every site shall prepare a collective mission statement aligned with the district's mission statement, defining its purpose as seen by its participants.

3. Parents and community participation in the decision-making process shall be described as well as the relationship to the School Advisory council if different from the Site Based Council.
4. The structure must provide a fair process for resolving conflicts. In the absence of a "sufficient consensus" among the school's decision-makers, the principal will be empowered to make an "interim decision" while the council works to resolve its impasse. The principal will continue to be responsible for implementing decisions, for coordinating day-to-day operations, and for responding to emergencies.
5. Meetings shall be announced in advance, open to the public, and scheduled and conducted according to guidelines written by the school.
6. Each site shall develop a model to evaluate its progress in Site Based Decision-Making.
7. Each site shall participate in training prior to implementation. Training shall continue on an ongoing basis.
8. Each Site Based Council shall include the Lead LCTA faculty Representative.
9. Council member shall be provided release time when the Council meets during the normal school day.

A Site Based Decision-Making Plan must be approved by the Central Council.

25.11 Central Council

A Council shall be established to perform the functions described below. This Council shall be composed of eighteen (18) members, 50% appointed by the LCTA President and 50% appointed by the Superintendent. Two (2) members must be parents, one (1) appointed by the Superintendent and one (1) appointed by the LCTA President. Two members must be from the business community, one (1) appointed by the Superintendent and one (1) appointed by the LCTA President. Additional participants, as needed, may be appointed by the Council for service on special committees, maintaining the same 50-50 basis. The Council will have Co-chairpersons, one (1) appointed by the Superintendent.

The attainment of consensus among all members of the Central Council shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the Central Council. Only if consensus cannot be reached shall decisions be made by three-fourths majority vote. In order for an issue to be resolved by a vote at a meeting in the event consensus fails, the meeting agenda must have identified the proposed action with sufficient clarity that Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration. The vote required shall be three-fourths majority of those members present and voting at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. An agenda shall be prepared by the Co-chairs of the Council and distributed at least five working days prior to each Council meeting. Agenda items and supporting documents may be submitted by any member, at least 24 hours prior to preparation of the agenda.

25.12 Functions and Responsibilities of Central Council

The Central Council shall have the following functions:

1. Development of a model for Site Based Decision-Making Training programs.
2. Development and refinement of Site Based Decision-Making guidelines. These guidelines recognize the need to reconcile the concepts of site autonomy and diversity of the potentially conflicting concepts of accountability, standards, and coordination.
3. Review, evaluate, and approve Site Based Decision-Making proposals submitted by the Site Council. Before a Site Council proposal can be submitted to the Central Council for review and approval, it must have the formal approval of the Principal and site employees. All Site Based Decision-Making plan approvals are to be conditional and for a specific duration so as to permit future monitoring, review, and revision.
4. Oversee Site Based Decision-Making at all sites.

5. Share information with sites, between sites, and with the public.
6. Approve waiver requests before they are passed on to appropriate parties.
7. Monitor election results at sites.
8. Review end of year evaluation reports from sites.

Central Council appointments shall be made by August 1 of that school year. Teacher representatives attending Central Council meetings while on assigned time will be released from regular duty without loss of pay. When a meeting is held outside of the employees' regular duty hours, the employees shall be paid at their regular hourly rate.

The Superintendent shall provide reasonable Secretarial/Clerical assistance for taking meeting minutes, publishing, and distributing the minutes to school sites and all Central Council members.

Central Council meetings shall be held at least once per month with the first meeting held on or before March 31, 1990. Special meetings may be called by the Co-chairs.

25.13 Waivers

Under Site Based Decision-Making, schools may seek changes in uniform decisions affecting their school. Consequently, sites may request waivers from the Federal level, the State, from the School Board, from collective bargaining agreements, or from administrative procedures through the Central Council.

The waiver process must meet the following conditions:

1. A school must explore alternative solutions with the District prior to requesting any waiver.
2. Any waiver request must express a consensus of the school.
3. A description of the situation needing change must be provided which must include alternatives already tried, objectives of the waiver request, and methods and timelines for new procedures.

4. Waivers must be school specific (requested by individual schools) and shall be granted for a limited time, according to the needs of the requesting school.

Any waiver request must be approved by the Central Council. Depending upon the nature of the waiver request, once approved by the Central Council, the request will be forwarded to the appropriate governing authority for its approval or disapproval.

In waiver requests concerning State requirements or rules, once approved locally, the District will make every effort to receive the waiver from the appropriate State agency or governing body.

25.14 Accountability

The intent of Site Based Decision-Making is to give local schools more flexibility and authority and to expect more accountability from them in return. New opportunities to engage in worksite decisions are expected to result in a heightened sense of a school's communities with the objective of ultimately improving educational outcomes.

Participating schools will assess their Site Based Decision-Making progress on a continuing basis and shall be encouraged to share their findings with the wider community. Every school should celebrate its success, while acknowledging its difficulties, under Site Based Decision-Making. As part of assuring accountability, each school shall:

1. Prepare an annual report of its goals, achievements, and accomplishments for the current year and plans for the following year in a format to be determined by the school.
2. Participate in the District's ongoing assessment and accountability programs.
3. Engage in periodic external evaluations directed at the expected benefits of Site Based Decision-Making.
4. In acknowledging difficulties, give an analysis of what the problems are and what corrective steps are being taken.

APPENDIX A
1991-92 TEACHERS SALARY SCHEDULE

STEP	BACHELORS	MASTERS	ED. SPEC.	DOCTORATE
00	26,606	20,906	22,294	23,064
01	20,616	21,512	22,570	23,340
02	20,626	21,792	23,180	23,950
03	20,820	22,516	23,904	24,674
04	21,517	23,214	24,602	25,372
05	22,215	23,911	25,299	26,069
06	22,912	24,609	25,997	26,767
07	23,610	25,306	26,694	27,464
08	24,307	26,004	27,392	28,161
09	25,005	26,701	28,089	28,859
10	25,702	27,399	28,787	29,556
11	26,488	28,134	29,522	30,292
12	27,271	28,917	30,305	31,075
13	28,056	29,703	31,091	31,861
14	28,840	30,485	31,875	32,645
15	29,575	31,241	32,629	33,398
16	30,323	31,998	33,386	34,156
17	30,976	32,667	34,057	34,827
18	32,626	34,196	35,586	36,356

The hourly rate of pay of employees for services rendered under this contract shall be computed by dividing the annual salary by 1421.

For the 1991-1992 school year, in addition to compensation provided in the salary schedule, those employees employed by the District as of the date the Board ratifies the contract, whose salaries were at Step 18 or above prior to August 19, 1991 shall receive a one-time lump sum payment of \$100 on April 10, 1992.

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CONTRACT AMENDMENTS

Joint Statement

The Leon County School Board and the Leon County Classroom Teachers Association jointly acknowledge that the State Legislature's failure to adequately provide the necessary fiscal support for the 91-92 and 92-93 school years have reduced the District's ability to provide for the overall needs of the system.

Should there be additional revenue available in the coming years, the utilization of these dollars will have to address not only the future needs of the District, but the reductions in over-all compensation received by the teachers during these last two fiscal years.

Article VII - Teaching Conditions

- 7.7 Employees are expected to comply with rules, regulations, and policies adopted by the board or the Superintendent and to perform all duties assigned by their immediate administrative supervisor. Any rules, regulations or policies, adopted, prescribed or formulated by the Board, Superintendent, principal or immediate supervisor shall be printed and distributed to the appropriate school or facility in the following manner - a minimum of three (3) per school or facility to be placed in a central location. Employees shall be notified of any changes in these rules and regulations.
- 7.29 Teachers shall have two (2) working days at the end of each grading period to submit grades.
- 7.30 The site administrator shall make every reasonable effort to make his/her building and grounds as safe as possible and shall be responsible for enforcing all State Statutes and Rules adopted by the School Board. Any teacher whose physical safety is threatened, either verbally or in writing, shall report the occurrence, in writing, to the principal or his/her supervisor within twenty-four (24) hours. The principal or supervisor shall take whatever action is necessary to provide for the safety of the employee.
- 7.31 If both the teacher and principal agree that there are no in-service activities pertinent to a particular teacher on "Early Release Days", said teacher may elect to hold parent conferences.

Article XII - Employment Practices

- 12.10 Substitutes who work in the same teaching position for twenty (20) consecutive school days shall be placed at the appropriate step of the regular teacher salary and will receive all benefits stated in this Agreement for the duration of employment.

Article XV

- 15.4 (c) A teacher adopting a child shall be entitled, upon request, to a leave to commence at a time during the first year after receiving defacto custody if said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Such leave shall contain an expected date of return to work but may be continued for one (1) year and may be extended with the approval of the Board.

CONTRACT RATIFICATIONS

Article XV

- 15.7 A minimum of twenty (20) employees will be granted leave to attend the convention of the Florida Teaching Profession. A maximum of ten (10) days of temporary duty will be granted by the district for this purpose. Teachers that do not require a substitute will not be charged personal leave for this convention only.

Article XVI - Paid leaves

Illness-in-the-line-of-duty

- 16.15 If workers compensation pays a claim under this section, the Board shall compensate the employee for the difference (excluding summer months for ten (10) month contract employees) in the workers compensation benefits and full pay for the term of employment. Notwithstanding the above, no such illness-in-the-line-of-duty payments will be made after an employee is medically determined by two independent physicians and accepted by the Board or its representative to be permanently and totally disabled or unemployable.
- 16.16 In order to qualify for illness-in-the-line-of-duty, the employee shall have notified the immediate supervisor if possible before the beginning of the work day in which he/she must be absent on during that day, except for emergency reasons for the leave and upon return to work file a written claim for such leave within five (5) work days.

Article XXVI - Terms of the Agreement

26.3 The parties agree that on April 1, 1993 negotiations will be reopened on all Articles and Appendices.

It is agreed that the LCTA and School Board shall jointly engage in a collaborative comprehensive study of salary/compensation/benefit plan which shall be considered and implemented consistent with the following time lines:

- By October 15: an initial meeting will be held to determine participants, mission, etc.
- By November 30: a minimum of five (5) models will be completed for review.
- By January 22: the models will be narrowed to the two (2) most viable.
- By February 26: agreement tentatively reached for presentation to LCTA Board of Directors and School Board.
- By April 12: formal negotiations to begin subject to final Legislative funding.

1992-93 LEON COUNTY Teachers Salary Schedule

STEP	BACHELORS	MASTERS	ED. SPEC.	DOCTORATE
0	20,896	21,106	22,844	23,354
1	20,906	21,206	22,594	23,364
2	20,916	21,812	23,870	23,640
3	20,926	22,092	23,480	24,250
4	21,570	23,266	24,654	25,424
5	22,267	23,964	25,352	26,122
6	22,965	24,661	26,049	26,819
7	23,662	25,359	26,747	27,517
8	24,360	26,056	27,444	28,214
9	25,057	26,754	28,142	28,911
10	25,755	27,451	28,839	29,609
11	26,502	28,199	29,587	30,356
12	27,288	28,934	30,322	31,092
13	28,071	29,717	31,105	31,875
14	28,856	30,503	31,891	32,661
15	29,640	31,285	32,675	33,445
16	30,375	32,041	33,429	34,198
17	31,123	32,798	34,186	34,956
18	31,776	33,467	34,857	35,627
TOP	33,426	34,996	36,386	37,156

This salary schedule reflects the following increases in salary over 91-92
Steps 1-3 \$300; 4-10 \$750; 11-17 \$800.

All Teachers who, in 91-92, were at step 18 and above will receive a permanent \$800 increase.

Automatic step increases for 93-94 will be limited to step 1-18.
Adjustments to the "TOP" salaries will be subject to annual negotiations.

APPENDIX B

TEACHER SALARY SCHEDULE

SUPPLEMENT LANGUAGE

1. All supplements shall be divided into four categories. They are: High School, middle school, elementary school, post secondary/adult education/ community education/ district sites.

An outline of the duties to be performed in the above four (4) categories shall be defined in the Student Activity Policy and Guidebook. The title supervisor as used in the Appendix in no way means anything related to management or other duties outside the bargaining unit. The duties of the TEC Representative or Department Chairperson/Elementary Team Chairperson shall be defined elsewhere.

2. Supplement percentages will be bases on the salary, 17,515 as the base. This base will be raised annually by the overall percentage increase of the Salary Schedule should such a percentage increase be negotiated.
3. Any employee may receive more than one supplement, but not more than three (3) supplements for duties performed during any one (1) school year. (this needs to be enforced at each school)
4. Athletic teams and seasons shall be classified as major or minor in accordance with the Florida High School Activities Association Bylaws. (Exception: Wrestling, will be classified as a minor activity.)
5. All supplements listed in this appendix are granted only on the basis of one school year.
6. Pro-rated increases will be provided to employees receiving Supplements where the season is extended because of successful post-season competition in regional and state playoffs or activities. The supplement amount will be increased by the ratio of the number of contests the successful post-season competition or activity bears to the number of contests extended to the regular season.

7. Department Chair/Elementary Team Chairperson/Liaison Teacher/Middle School Team Leader who is in an area with a minimum of four (4) people, including the chairperson, shall be supplemented at the rate of 2% plus 1/2% per person (over the minimum of four) to a maximum of 9%.
8. An employee who coaches the boys and girls team of the same High School Activity or Middle School Intramurals shall receive 3/4 the sum total of the supplements in those cases where the level of participation by students exceeds 20. (An employee may not coach the boys and girls teams of the same major activity).
Example: Tennis = 8% boys and 8% girls
(one coach receives 3/4 of 16% = 12%)
9. Industrial Arts/Industrial Education and Agriculture teachers will be assigned to supplemental duties by mutual agreement between the building administrator and the employee to be paid at eight percent (8%).
10. Employees whose contract extends to 11 or 12 month shall be paid on the basis of 11/10 or 12/10 or their annual salary for ten (10) months. Annual leave granted by the Board shall be taken only during the period from the second week in June through the second week in August.
11. Major sports will supplemented at 12%.
Minor sports will be supplemented at 8%.
12. Teachers in the bargaining unit should be considered first to receive supplements.
13. All teachers at each school shall receive a list of available supplemented positions so that they may apply for a position of they are qualified.
14. If a supplemented position becomes vacant during the school year, it will be posted so that all teachers that are interested in the position may apply.
15. Principals will provided a list of all supplemented positions, the amount of said supplements and the teachers that are receiving said supplements to all teachers at the school as soon as possible after the positions have been filled.

16. If only 1 person is entitled to receive a supplement, 2 or more people that split the responsibilities will split the supplement.
17. The amount of money a person is to receive for sponsoring an activity along with the supplement percentage will be stated in the teacher contract.
18. No employee receiving a director's or a head coaches' supplement will receive an assistant's supplement in the same category.