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LEON COUNTY SCHOOLS

School Board of Leon County

# MASTER CONTRACT

Leon Classroom Teachers Association

FTP-NEA



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Amendment  
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## 1989 - 92

**CONTRACT AGREEMENT**

**Between the  
LEON COUNTY SCHOOL BOARD  
and the  
LEON CLASSROOM TEACHERS ASSOCIATION  
FTP-NEA**

**1989-92**

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PREAMBLE

This Agreement, effective this 14th day of October, 1986, by and between the School Board of Leon County, Florida, hereinafter called the "Board", and the Leon Classroom Teachers Association, an affiliate of the Florida Teaching Profession and the National Education Association, hereinafter called the "L.C.T.A.".

WITNESSETH:

WHEREAS, the Board and the L.C.T.A. recognize and declare that providing a quality education for the students of the School District of Leon County, Florida is their mutual aim, and

WHEREAS, the quality of education depends upon a number of factors one of which includes the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist and advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board and the L.C.T.A., as the exclusive representative of the employees, have negotiated an agreement in good faith with respect to salaries, hours, and terms and conditions of employment and now desire to execute this contract covering such agreement, and

WHEREAS, the parties, following extended and deliberate negotiation, have reached certain understandings which they desire to confirm in this Agreement and

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- 1.1 The Board as the duly elected representative of the people and of the School District of Leon County, Florida and the L.C.T.A. as the exclusive bargaining representative recognize that this Agreement covers the following employees of the Leon County School System (as certified or amended by the Florida Public Employee Relations Commission):

All part-time and full-time instructional employees of the School Board of Leon County, Florida, employed as professional non-administrative employees in the following job categories:

Teacher  
Speech Therapist  
Psychologist  
Counselor  
Media Specialist/Librarian  
Occupational Specialist  
Social Worker

All personnel hired on the teacher salary schedule but excluding all professional administrative, all non-instructional, all managerial and confidential employees of the School Board of Leon County, Florida, employed in the following job categories: General Business and Clerical Group; Executive and General Administrative Group; Food Service Group; Property Management; Purchasing and Stores Group; School Operations Group; Student, Curriculum, Guidance and Related Service Group.

- 1.2 The term "employee" when used hereinafter in this Agreement, shall refer to all members of the bargaining unit as defined above.
- 1.3 The term "Board", as used in this Agreement, shall mean the School Board of Leon County, Florida, and/or its duly authorized representatives.
- 1.4 The term "L.C.T.A.", as used in this Agreement, shall mean the Leon Classroom Teachers Association and/or its duly authorized representatives.

## ARTICLE II

### NEGOTIATION PROCEDURES

- 2.1 When by mutual consent matters not specifically covered by this Agreement but of concern to the parties are subject to negotiations during the period of this Agreement, the parties agree to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering an attempt to resolve any such matters.
- 2.2 Representatives of the parties will meet monthly during the term of the contract at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise.

These meetings are not intended to bypass the negotiations or grievance procedures. Should neither party submit an agenda 48 hours prior to the scheduled meeting date, no meeting will be held that month.

- 2.3 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees in the bargaining unit voting on the Agreement. Both the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concession, and execute agreements. In the event such meeting occurs during the school day, release time shall be provided the L.C.T.A. Negotiation Committee. This release time shall be without loss of pay.
- 2.4 All proposals and counter-proposals, introduced by either party with the intent to amend the Agreement, shall be reduced to writing.
- 2.5 Any cost incurred through mediation or fact finding will be shared equally by the Board and the L.C.T.A., except as provided otherwise by PERC order.

### ARTICLE III

#### ASSOCIATION AND TEACHER RIGHTS

- 3.1 Employees covered by this Agreement retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and regulations of the School Board of Leon County.
- 3.2 The private and personal life of any employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties.
- 3.3 With the approval of the building administrator or his/her designee, employees may leave the school when not engaged in performing assigned duties.
- 3.4 When school is not in session employees shall make arrangements with the building administrator to have access to the building.
- 3.5 L.C.T.A. officials shall have the right to post notices of activities and matters of concern to employees and of association concern on the bulletin board located in an area mutually agreed upon by the L.C.T.A. and the building administrator.
- 3.6 L.C.T.A. officials shall have the right to distribute to employees information of concern to those employees by way of the employee mailbox in that school. Such

distribution shall be in compliance with procedures agreed to by the building administrator and the L.C.T.A.

In the event that the School Board must collect postage for L.C.T.A. use of the district inter-school mail system, the L.C.T.A. will be responsible for the payment of all such postage and cooperatively work out procedures for such payment.

- 3.7 During the regular workday authorized representatives of the L.C.T.A. may visit employees at school provided the authorized representatives report their presence to the building administrator or his/her designee and they do not interfere with nor disrupt normal school operations. No authorized representative shall use this privilege except to conduct L.C.T.A. business.
- 3.8 The L.C.T.A. shall be permitted use of school buildings, facilities and equipment for meetings provided details are arranged with the building administrator. A minimum rental charge may be assessed if as a result of the meeting the school incurs expenses for security, custodial or other services. Such rental charges shall be consistent with charges made to other organizations using school facilities.
- 3.9 With prior notice to the building administrator, the L.C.T.A. building representative will be given an opportunity to make announcements at faculty meetings. Immediately upon adjournment of each faculty meeting, the L.C.T.A. building representative will be given an opportunity to meet with the faculty members.
- 3.10 The L.C.T.A. and employees shall have the right to use any intra-school communications system. The inter-school mail system, mailbox information distribution system or bulletin boards will not be utilized to transmit or display political campaign literature.
- 3.11 On or before October 15 of each year, the Association shall be notified in writing of the grade level and/or subject area, address, and phone number of each teacher employed in the district, and the type of certificate held by the teachers. Such information about teachers employed subsequent to October 15 shall be given to the Association as soon as practicable.
- 3.12 The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the district based upon professional judgement of available criteria pertinent to any given subject area or activity for which the employee is responsible.
- 3.13 The L.C.T.A. will be provided notice of any request for information about the members of the unit by any non-

school personnel or organization. Individual employees will be provided notices of requests for information specifically about the employee except for verification of employment, employment inquiry and salary or other inquiries by law enforcement agencies.

- 3.14 Employees requested to provide in-service training programs shall be given release time for such presentations and preparation time equal to the presentation period. If release time is not provided, the employees shall be compensated at their hourly rate of pay.
- 3.15 The rights granted herein to the L.C.T.A. shall not be granted or extended to any other organization claiming to or attempting to represent the members of the bargaining unit except as provided by law.
- 3.16 Each full-time employee assigned to a school will have the opportunity to enroll his/her child(ren) in the school where he/she works, subject to the following conditions:
1. The student is eligible for admittance under the Board's Pupil Progression Plan.
  2. Space is available at the student's grade level.
  3. Transportation shall be provided by the student or parent.
  4. The student's parent is assigned to the particular school not less than one-half of the school day.
  5. Upon separation of the employee from employment with the Board, the student's school assignment will be handled in the manner prescribed in School Board Policy 3.02(2)(c) Change in Residence During School Year.
  6. The student shall be subject to the provision of School Board Policy 3.02(6) Co-Curricular Activities.

In those instances when an employee has assigned duties beyond the regular teacher day, provisions must be made by the employee which would enable his/her child(ren) to leave the campus at the close of the regular student's day.

In no instance will the child(ren) interfere with the performance of the employee's assigned duties.

## ARTICLE IV

### BOARD RIGHTS

- 4.1 The Board, on its own behalf and on behalf of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Agreement.
- 4.2 Upon ratification of the 1989-92 contract agreement, rules promulgated by the superintendent or by the School Board concerning driving records of employees who transport students or drive county vehicles will take effect. The impact of these rules on individual employees will not be retroactive.

## ARTICLE V

### NO-STRIKE CLAUSE

- 5.1 The L.C.T.A. agrees it will not participate in nor encourage members of the bargaining unit to strike against the Leon County School Board for the duration of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- 6.1 Any claim by an employee or the L.C.T.A. that there is a dispute, difference, disagreement, or complaint related to contractual terms and conditions of employment including questions of whether or not any disciplinary action taken against or dismissal of an employee was for just cause, or any claim by the L.C.T.A. that there is a dispute, difference, disagreement, or complaint related to contractual provisions conferring rights to the organization shall be resolved through the procedure set forth herein. No grievance shall be adjusted without prior notification to the Association and an opportunity for an Association Representative to be present.
- 6.2 In the event that the L.C.T.A. or an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor.

### STEP I

If the grievant is not satisfied with the informal resolution, he/she may file a formal grievance on the form provided in Appendix C. The form shall be filed with the grievant's immediate supervisor who shall within ten (10) calendar days after receiving the grievance, communicate his/her answer in writing to the grievant.

The filing at Step I shall take place within thirty (30) calendar days of the occurrence of the grievance or within thirty (30) calendar days of when the employee knew or should have known of the events which gave rise to the grievance.

### STEP II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) administrative working days of such filing, the grievance shall be submitted within ten (10) administrative working days to the Superintendent. Within twenty (20) administrative working days the Superintendent or his/her designee shall investigate the matter, meet with the Association, indicate the disposition of the grievance in writing, and shall furnish a copy thereof to the Association. If the grievance can be resolved to the satisfaction of the grievant represented by the Association, no Level II meetings shall be necessary.

### STEP III

If the Association is not satisfied with the written disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made by the Superintendent within the period above provided, the grievance may be submitted to arbitration by giving written notice to the Board of such intent within ten (10) administrative working days. If the parties cannot agree as to the arbitrator within ten (10) administrative working days from the notification date that arbitration will be pursued, the arbitrator shall be selected in accord with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

- 6.3 The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 6.4 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any involved party prevents attendance at a grievance meeting, the time limits shall be extended to such time that the parties can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- 6.5 Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- 6.6 All teachers will be entitled to fair, reasonable and equitable treatment. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.
- 6.7 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- 6.8 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution, provided it is timely filed.
- 6.9 It is understood and agreed that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

## ARTICLE VII

### TEACHING CONDITIONS

- 7.1 The beginning and ending time of the teacher workday may be varied to meet local needs. The normal workday for employees shall be seven (7) consecutive hours plus fifteen (15) minutes and those professional duties as prescribed in Article 7.7. The normal work week shall not exceed five (5) consecutive working days Monday through Friday in a seven (7) day week or a total of thirty-six (36) hours and fifteen (15) minutes during that work week and those professional duties as

prescribed in Article 7.7. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the building administrator.

The workday shall include:

1. Planning preparation period
2. Lunch period
3. Teaching periods and time for other duties. All duty time shall be considered contact time and shall not be part of the teachers planning/preparation period.

A common list of teacher activity/duty assignments shall be used for all schools to be revised annually by administrative and School Improvement Teams at the individual site.

- A. All professional duties shall be assigned to employees in a fair and equitable manner.
- B. No employees shall be required to stay beyond the normal workday without being assigned a specific professional duty. Professional duties may include school and district level assignments, such as: job related meetings, committees, conferences, PTA and supervisory assignments.
- C. All assignments will be made in writing two weeks in advance of the scheduled duty, except for the first two weeks of school and unforeseen circumstances. Such writing may be in the form of a duty roster or schedule.
- D. 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.
- E. The building administrator or immediate supervisor shall not make these assignments in a punitive fashion.
- F. When an employee received prior permission to miss an assigned duty, no punitive action shall be taken by the building administrator.
- G. The school board and the L.C.T.A. shall cooperate in providing appropriate in-service to ensure productive use of professional duty assignments.
- H. The building administrator will post a monthly listing of all known or scheduled school, district or other events of professional interest. Such

posting shall not constitute assignment of the employee to perform additional duties and shall not preclude the building administrator from scheduling additional duties or activities as the need arises.

- 7.3 School-level meetings or conferences begun during the school day may not extend more than one hour and 45 Minutes beyond the student day. No district level meeting may extend more than two and one-half (2 1/2) hours beyond the student day. A building administrator may require attendance at such meetings up to these limits. Seventy-two (72) hours notice shall be provided for any required meeting which extends the normal workday by more than one-half (1/2) hour, but any required meeting for which the seventy-two (72) hour notice has not been provided may be extended beyond the additional one-half hour by majority vote of the employees in attendance.
- 7.4 Employees shall have a duty free lunch period which will be equal to the student lunch period in that building. For employees who volunteer, or whose duties require them to serve lunch duty, duty free time equal to the duty free lunch period shall be granted. Every effort will be made to provide the equal duty free time immediately before or immediately after the assigned duties. On planning days the lunch period shall be one (1) hour.
- 7.5 Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible.
- 7.6 Any assignments in addition to the normal work schedule during the school year, including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the teacher. Teachers assigned to a school which will operate summer school programs will be notified of anticipated teaching positions at that school prior to filling those positions.

However, when there is a vacancy in a supplemented coaching position, the following procedure will be implemented:

1. qualified volunteers will be sought from within the school;
2. qualified volunteers will be sought from other schools in the district.

If the positions remain vacant after such action, the building administrator may assign one supplemented coaching activity each year to a P.E. teacher from within the school where the vacancy exists.

- 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 such quantity as to provide one copy per school or facility and additional copies for each 25 employees or major fraction thereof. These shall be placed in a central location in each school or facility. Employees shall be notified of any changes in these rules and regulations.
- 7.8 Employees who will be absent because of illness shall call not later than one hour and 30 minutes prior to the beginning of the teacher's day to notify the principal or designee of their pending absences. The principal or designee is responsible for securing all substitutes. Substitutes shall be expected to perform all duties normally performed by the teacher who is absent.
- 7.9 Teacher participation in extra-curricular activities after the workday for which compensation is not provided shall be strictly voluntary.
- 7.10 All elementary teachers in the district shall have at least five (5) hours per week during the workday for the purpose of planning which shall include at least 30 consecutive minutes per day. Efforts shall be made to provide employees at the same school with equal planning time. Planning for secondary teachers, see Article VIII, Section 8.02. A committee will be established to study elementary P.E., music, art, guidance and media schedule concerns with representatives from every grade level, ESE, and special area teachers. The first meeting of the committee will be held no later than one week from the October FTE count and completed by the end of the first (1st) semester subject to modification by the committee.
- 7.11 Except when assigned to supervise students, elementary teachers may use the time during which their students are in special classes such as art, music, or physical education, as preparation/conference periods.
- 7.12 Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the principal and the employee has either consented or been informed one day in advance.

- 7.13 The Board shall provide in all appropriate classrooms, safety equipment and materials required by state standards.
- 7.14 Telephone facilities will be available to employees in each school and facility for school and/or personal use. Where an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator will make efforts to ensure the privacy of the call.
- 7.15 A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.
- 7.16 The Board agrees to make available in each school a lounge for employees.
- 7.17 The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.
- 7.18 Employees will be provided with an area or space in which to work which provides a lockable place for personal items to be stored. Elementary music, P.E., and art teachers will be provided a lockable storage space for instructional materials. The nature of the area may be varied depending on local conditions and facilities; however, the stations or locations will be permanent wherever possible.
- 7.19 Employees will be expected to exercise reasonable control, under the direction of the principal, of textbooks, supplies or equipment assigned to them.
- 7.20 Employees shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and attempt to have corrected conditions which he/she determines to be hazardous or potentially dangerous.
- 7.21 Employees shall not be required to perform tasks which 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, the principal shall be advised of the situation.
- 7.22 Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial or construction workers. Every effort will be made to keep to a minimum disruptions through inter-communication system or other disturbance.

- 7.23 Regular custodial service shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.
- 7.24 Employees will be given the opportunity to have input into developing their teaching schedules. It is, however, understood the decision on the work schedule is the principal's.
- 7.25 Supervisory duties for employees who serve two or more schools shall be pro-rated to the fractional equivalent of employment in each school.
- 7.26 Employees shall not be required to search students, but will report suspicious circumstances to the building administrator.
- 7.27 Employees will be given all keys necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys in keeping with the procedures as outlined in policy or regulation.
- 7.28 No districtwide inservice shall be held on designated planning days.
- 7.29 Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. The final grading period of the year shall be excluded from the above provision.

#### ARTICLE VIII

##### CLASS SIZE - CLASS LOAD

- 8.1 Class size shall not be used as a punitive measure against a teacher and within a given school, the administration will attempt, where possible, to balance the load between teachers teaching identical courses during the same period.
- 8.2 High school and middle school teachers shall have an instructional supervisory load during the student day that does not exceed five (5) hours of pupil-teacher contact time, includes a preparation/conference period, and has no more than three (3) different course preparations. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where they constitute the majority of the teacher's assigned duties. Individual teachers may agree in writing to instructional supervisory loads that differ from those above.

- 8.3 Elementary music and P.E. teachers shall not be required to teach more than ten (10) periods per day. Such periods shall not exceed 45 minutes in length. Elementary art teachers shall not be required to teach more than eight (8) instructional periods per day. Such periods shall not exceed 60 minutes in length. Reasonable travel time shall be included in the scheduling of instructional periods which shall not be considered as planning time.
- 8.4 All elementary instructional personnel shall have no more than 25 clock-hours of pupil contact teaching assignments per week, not including individual student conferences that may be scheduled by the teacher on relief periods.
- 8.5 When a teacher believes that class size is a problem in his/her class, the teacher will discuss the situation with the principal. Alternatives will be discussed and implemented. If the teacher or the principal feels that other resource persons are necessary, a meeting will be scheduled, within five (5) school days, with the teacher, the principal, and a district level administrator. Management will forward its decision to the teacher within five (5) school days of said meeting.

## ARTICLE IX

### CURRICULUM AND INSTRUCTION

- 9.1 The Board shall provide funding for each school in the district to provide teacher reference material. The determination of material to be purchased shall be made by the principal after consultation with the faculty. The Board agrees to continue to improve and make available to teachers the reference and other materials in the county office media center. A catalog with such materials shall be available in each school.
- 9.2 There shall be a functioning staffed media center in each school to supplement and complement the required curriculum.
- 9.3 The Board agrees to make available in each school typing and duplicating facilities to aid teachers in their preparation of instructional materials.
- 9.4 In schools where duplicating services are provided for duplication of instructional materials, such services shall be provided on a first come first served basis.
- 9.5 Any employee may recommend in writing the evaluation of a student thought to be eligible for one of the school district's exceptional programs. The request shall be reviewed by the Student Services Committee in

the school and the employee who recommended the evaluation shall be notified of the action taken.

- 9.6 Teachers will be provided with supplies, textbooks, and teaching materials to teach the courses assigned. Teachers shall not be required to purchase supplies, textbooks, materials, or equipment from their personal funds.
- 9.7 Audio-visual equipment shall be available in each school for classroom use.

#### TEACHER EDUCATION CENTER

- 9.8 Providing that the legislature appropriates the necessary funding, the School Board of Leon County agrees to participate in a Teacher Education Center. The Teacher Education Center Council shall be responsible for all pre-service and inservice as prescribed by law.
- 9.9 Members of the T.E.C. Council shall be granted release time if their responsibilities to the council require them to attend meetings of the council during the workday, but only one such day of release time may occur on a student attendance day during any given school year. Additional days may be approved by the building administrator.

#### ARTICLE X

#### EMPLOYEE AUTHORITY AND PROTECTION

- 10.1 No employee shall be disciplined including reprimand, suspension, with or without pay, demotion, or discharged without just cause. Where a request for Association representation is made, disciplinary action shall be delayed for up to twenty-four (24) hours to allow employees to attain such representation.
- 10.2 If disciplinary action is to be taken against an employee based on a complaint by a parent, student, or any individual other than a building administrator, the employee shall be given a hearing before the building administrator. Discipline administered by a building administrator shall be subject to the grievance process. If a 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.
- 10.3 If in the lawful performance of his/her prescribed duties any employee is: 1) complained against or sued as a result of any action taken by him/her, the Board agrees to exercise its right to defend that employee

to the extent permitted by law and time for appearances before a judicial body shall result in no loss of wages or reduction in accumulated leave; 2) disabled, the employee shall be considered eligible for Illness-in-the-line-of-duty leave as provided in Section 16.16-16.20.

- 10.4 The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as the result of assault and/or battery upon him/her suffered in the course of the legal performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. (Forms for reimbursement are available from one's immediate supervisor.)
- 10.5 The Board agrees to give support and assistance to employees with respect to control and discipline in the classroom. The Board agrees to provide a written statement governing the use of punishment of students to all teachers not later than the first week of each school year. In keeping with those guidelines an employee may impose customary classroom discipline where necessary. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employee.
- 10.6 An employee may excuse a student from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the employee shall direct the student to the principal or designated representative for disciplinary action and may request that the student not be returned to that employee's class until the principal or the designated representative confers with that teacher. In such cases the employee may be asked to provide the full particulars on the problem or incident in writing. An administrator or a designated person shall be in the building at all times to handle discipline problems and emergencies.
- 10.7 The individual records maintained by the school administration on student discipline will be available to employees as an aid for determining disciplinary recommendations concerning the students. These records will contain at least infraction with dates and action taken.
- 10.8 Any case of assault on an employee shall be promptly reported to the principal or his/her designated representative. The Board agrees to provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in

connection with handling of the incident with law enforcement and judicial authority.

## ARTICLE XI

### REDUCTION IN PERSONNEL

- 11.1 In the event the School Board determines that the number of positions must be reduced, written notice shall be provided the L.C.T.A. For the purpose of this article the non-renewal of an annual contract teacher at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

#### Layoffs

- a. The School Board shall determine the program areas, subject areas in secondary schools, positions in elementary schools or other positions in which the reduction shall take place.
- b. The order of layoff of members of the bargaining unit shall be as follows:
  1. Employees having the least amount of service in the Leon County School System.
  2. Employees not holding certificates in the area in which they are teaching.
  3. Employees with the lowest level of educational degree.
  4. Employees with the least amount of service outside the district.

#### Recall

- a. The School Board shall determine the positions in which recall will be made and the number of teachers to be recalled.
  - b. Teachers shall be recalled in the inverse order of layoff.
- 11.2 No new teacher shall be hired in a laid off teacher's subject area or grade level until all certified layoff teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No new teachers will be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels who may be qualified and who possess the necessary certification

have been offered the position and have declined or failed to accept the position.

- 11.3 Within fifteen (15) calendar days of the mailing of the letter of recall, if the letter of recall is postmarked on or before July 31st, and within ten (10) calendar days of the mailing of such letter, if the letter is postmarked on or after August 1st, teachers shall notify the school district personnel office in writing whether he or she will accept reemployment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right to recall.

Each teacher shall notify the school district personnel office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no address shall be recorded, the letter shall be mailed to the teacher at the last address on file in the school district personnel office.

- 11.4 In the event of layoff pursuant to this article, a leave of absence without pay shall automatically be granted to all continuing contract employees until December 31st of the school year after the layoff took place or in the case of annual contract employees until the end of their term of employment.
- 11.5 These leaves of absence shall not prohibit the teacher from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason, except on written request from the teacher.
- 11.6 Any teacher who would have qualified for retirement during the year shall be permitted to teach that year provided they initiate their retirement papers effective the end of that school year.

## ARTICLE XII

### EMPLOYMENT PRACTICES

- 12.1 Marital status, race, creed, religion, sex, color, age, national origin, handicap 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 may require a physical examination by a physician licensed in Florida when in its judgment such an examination is relevant to teaching performance or employment status. The selection of the physician and all costs incurred in the examination shall rest with the Board. Time used in examination requested by the Board shall not reflect a loss in pay. Employees may

choose to select their own physician and pay the cost 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 continue to maintain the minority composition of the faculty to reflect the minority composition of the student population in the district.
- 12.5 Both the School Board and the L.C.T.A. recognize the importance of staffing the district with employees representative of the community, applicant pool and student population. To that end the School Board has adopted an Affirmative Action Plan which, in part, establishes a Task Force to monitor the effectiveness of that Plan. A representative from the L.C.T.A., plus one additional member of the bargaining unit, shall have membership on this Task Force to assist in monitoring and to participate in making the Plan as effective and productive as possible.
- 12.6 The foregoing shall not be construed in such a way as to prohibit the School 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 school year in duration because of approved leave, including those vacancies of uncertain duration, the School Board of Leon County may designate such a position as a temporary position. Employees in such positions will receive all benefits stated in this Agreement for the duration of employment. A temporary position shall not be considered as a staff position under Article XI of the Agreement.
- 12.10 Substitutes who work in the same teaching position for ten (10) consecutive school days shall be placed at the appropriate step of the regular teacher salary schedule and will receive all benefits stated in this Agreement for the duration of employment.

## ARTICLE XIII

### EMPLOYEE EVALUATION

- 13.1 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration, and that the evaluation process is designed to improved the quality of service performed by the employees and is not designed to be used as a punitive measure.

The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties agree the following guidelines should be used to accomplish these goals with employees.

- 13.2 During pre-school, or at commencement of employment, all employees will be provided a copy of the evaluation criteria and the form to be used. This distribution shall be accompanied by an explanation and discussion of the evaluation process.
- 13.3 The number of formal and informal observations shall be determined by the administration. Formal classroom observations shall occur when the administrator visits the classroom after having identified the weeks within which the observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. Where an administrator observes during an informal observation that the employee's performance needs to improve, the employee shall be notified of the behavior observed and instructed how to improve.
- 13.4 All observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee.
- 13.5 A conference involving the administrator and the employees shall be held to discuss the administrator's observations. The employee evaluation form shall be the means by which the district complies with the annual assessment of employee performance of duties, as required by Section 231.29, Florida Statutes.
- 13.6 The administrator and the employee shall sign the evaluation form to be placed in the employee's personnel file. The employee's signature shall indicate only that the employee has read the report and does not necessarily indicate agreement with the content.
- 13.7 The employee shall receive a copy of the written evaluation.

- 13.8 The written evaluation will include statements of: strengths, deficiencies, desired improvements, suggested methods to improve, length of time in which to achieve the improvements, and consequences that may occur if the improvements are not achieved.
- 13.9 Employees shall have the right, upon request, to review and reproduce the contents of his or her own personnel file. A representative of the L.C.T.A. may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- 13.10 A copy of the evaluation form shall be attached to this contract.

#### ARTICLE XIV

##### VACANCIES AND TRANSFERS

- 14.1 Notice of all vacancies which exceed eight (8) consecutive weeks in the bargaining unit shall be posted in an accessible location at each facility and shall provide a minimum of five (5) administrative workdays to allow for receiving applications. The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis while this procedure is being followed. Appointments made for the first semester only which are extended into the second semester need not be advertised as vacancies. A copy of the Job Opportunities Bulletin shall be sent to the Association at the time it is sent to the schools.
- 14.2 If an employee wishes to be considered for a vacancy, the employee shall notify the Personnel Services Department of the specific position in which the employee is interested. The employee shall receive all consideration given other applicants. When an employee who has requested transfer is selected to fill a vacancy, the employee shall, upon completion of the Personnel Action Form and a time mutually agreeable to the sending and receiving administration, be permitted to assume the new position duties.

If an employee wishes to be considered for reassignment within a building, the employee shall notify the principal of the position in which the employee is interested. The employee shall receive all consideration given other applicants.

- 14.3 No assignment of new employees to a specific position in the school district shall be made until all pending requests for transfer or reassignment have been considered. Special consideration shall be given long term employees. Members of the teacher bargaining unit, not hired for advertised positions, will be provided written notification of the disposition of their application.
- 14.4 The Job Opportunities Bulletin shall specify a date by which all applicants selected to be interviewed will have been notified. Employee applicants selected for further consideration will be notified of the final decision on the position.
- 14.5 When a vacancy is to be filled from the ranks of the bargaining unit, the criteria shall be as follows:
- a. Certification
  - b. Length of service in the District.
- 14.6 When a reduction in the number of employees in a school is necessary, all volunteers shall first be transferred provided they possess necessary qualifications for the vacancy they wish to fill and the principals of both schools concur. The remaining involuntary transfers will be made based on length of service in the district. Those with the least amount of service will be transferred first provided they meet the necessary qualifications for the vacancy to be filled and such transfer is consistent with the program needs of both schools. Written notice of transfer will be given to the employees concerned as soon as is practicable.
- 14.7 The foregoing shall not be construed in such a way as to prohibit the Board from transferring employees when it determines it is in the best interest of the school system.
- 14.8 Any employee who transfers to an administrative or supervisory position and who later returns to employment within the unit shall be entitled to retain such rights having already accrued under this Agreement.

## ARTICLE XV

### UNPAID LEAVES

- 15.1 An unpaid leave of absence for more than ten (10) work days for an employee may be granted upon affirmative recommendation of the Superintendent and at the discretion of the School Board provided that a qualified replacement is available. Application for such leave must be made at least thirty (30) work days prior to its commencement. In the interest of continuity in the instructional program, such leaves shall normally

be taken in semester increments. This leave shall include personal health problems, including rehabilitation and regeneration. Employees shall not be precluded from accepting gainful employment during such leave to include but not be limited to: Peace Corps, religious reasons, Vista, teacher exchange programs, work with other government agencies.

Any employee granted a leave under this section shall notify the district of his/her intent to return or to seek additional leave thirty (30) work days prior to the end of the first semester. Employees whose leaves expire during the second semester will be required to notify the district of their intent, in writing, no later than March 1. Failure of the employee to so notify the district will be considered as abandonment of position. Leave granted under this section shall be limited to two years within a five-year period.

- 15.2 Unpaid leaves of up to ten (10) work days may be granted to an employee provided that a substitute teacher can be found, when necessary, and upon approval by the employee's building administrator or his/her designee.
- 15.3 Any teacher who wishes to serve in public office may seek an extension of the two year unpaid leave. Such extension shall be granted upon permission of the Administration.
- 15.4 A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing as follows:
- a. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born, provided that a qualified teacher can be found to take her place. Said teacher shall notify the Board in writing a minimum of 30 days prior to the commencement of such leave and the date of its termination, except in the case of emergency. Such leave may be extended with the approval of the Board. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by a teacher connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave when certified by a physician that the teacher is physically unable to perform her duties. In the event the maternity leave exceeds the teacher's allowable paid sick leave, said teacher shall be placed on unpaid leave. Upon return, said teacher shall be returned to her former position or to a substantially similar position.

- b. A male teacher shall be entitled, upon request, to a leave to begin at any time between the birth of his child and one (1) year thereafter, provided that a qualified teacher can be found to take his place. Said teacher shall notify the Board in writing a minimum of 30 days prior to the commencement date of such leave and the date of its termination, except in the case of emergency. Upon return, said teacher shall be returned to his former position or to a substantially similar position.
- 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 de facto custody of 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. Upon return, said teacher shall be returned to his or her former position or to a substantially similar position.

15.5 Any teacher granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs provided the employee pays the full cost of such programs and the money is properly received by the Board in advance of when it is due to the retirement system.

15.6 The Board agrees to release the duly elected president of the Association from his/her regular duties to serve as L.C.T.A. president for the term of his/her presidency and to serve as fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges, provided the Association provides the Board, in advance, one hundred percent (100%) of any and all sums paid to or on behalf of said Association president. The Association president shall not earn sick leave or annual leave, nor be covered by the Board Worker's Compensation Insurance during said term.

15.7 Each year of this Agreement, representatives of the L.C.T.A. shall be granted up to fifty (50) days of unpaid leave each year to conduct L.C.T.A. business provided the following conditions are met:

1. No more than two (2) employees may be absent from any faculty on any day.
2. The employee's supervisor must be given at least 48 hours notice of the intent to take leave.
3. No more than ten (10) employees may be absent on any day.
4. Except for the president of the L.C.T.A. no teacher may be absent more than ten (10) days during the school year. The president can be absent no more than 25 days.

This section shall not apply to leaves for the purpose of attending the annual convention of the Florida Teaching Profession.

#### ARTICLE XVI

#### PAID LEAVES

##### SICK LEAVE

##### Illness

- 16.1 Each regular full-time employee shall be credited with four days of sick leave as of the first day of employment of each current year, and thereafter credited with one additional day of sick leave at the end of each full calendar month of employment up to a grand total for the year of one day of sick leave for each month of employment.

A person 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.

If an employee terminates from the District prior to earning sick leave days which have been used, a deduction will be made from his/her final check for the over-used sick leave.

Employees must work 50% or over of the hours required for full-time employment to be eligible for sick leave.

- 16.2 There is no limit to the number of sick leave days an employee may accrue.
- 16.3 Employees may be credited with sick leave earned while employed by a Florida District School Board, provided at least one half of the leave is established while employed by the Leon County School District.

- 16.4 Instructional personnel must have earned the sick leave in an instructional capacity.
- 16.5 A person who resigns and returns to active employment will be able to pick up accrued days earned in previous employment with the Leon County School Board and carry them forward, provided the person has not been paid for these days or had them transferred to another agency.
- 16.6 At and after the normal retirement date (as defined in Section 121.021(a) and (b), Florida Statutes (1982), or at the time of disability retirement, or to his/her beneficiary if service is terminated by death, an employee will receive terminal pay for accumulated sick leave pursuant to the following:
1. During the first three (3) years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
  2. During the next three (3) years of service the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
  3. During the next three (3) years of service the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
  4. During the next three (3) years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
  5. During and after the 13th year of service, the daily rate of pay multiplied by 85 percent times the number of days of accumulated sick leave.

"Normal retirement" as used in this subsection, shall mean retirement under plan A, B, C, D, or E of the Teachers' Retirement System or any other plan established by the legislature with either full or reduced benefits as provided by law or mandatory retirement due to the attainment of the age of 70 years. "Normal retirement" shall not be interpreted to include disability retirement.

- 16.7 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.
- 16.8 Sick leave shall also be granted for death or serious illness of any member of the larger family group. Accrued sick leave may be used for childbirth as specified in the maternity leave policy.

- 16.9 Upon return from sick leave the immediate supervisor shall provide the employee with the necessary forms for verification of the reasons for the absence. The forms shall be submitted to the immediate supervisor by the end of the payroll period following the employee's return from leave.

#### Personal and Emergency

- 16.10 An employee may use up to four (4) days a year of accrued sick leave for personal reasons. No more than fifteen percent (15%) of the total number of employees within any one school will be granted personal charge to sick leave on any given day.
- 16.11 When using a day 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.
- 16.12 Sick leave used for personal reasons may be used the day before or the day after a scheduled vacation or holiday period. No more than fifteen percent (15%) of the total number of employees within any one school will be granted personal charge to sick leave on any given day.
- 16.13 Sick leave for emergency shall be applicable only in situations where the employee could not foresee the need to be absent at least 24 hours in advance.

#### ILLNESS-IN-THE-LINE-OF-DUTY

- 16.14 Any employee shall be entitled to illness-in-the-line-of-duty leave with full pay when the employee has to be absent from duty because: 1) of a personal injury received in the discharge of duty; 2) of illness from any contagious disease contracted in school work. Such leave shall result in no reduction of the teacher's accumulated sick leave.
- 16.15 If worker's compensation pays a claim under this section, the Board shall compensate the employee for the difference in the worker's compensation benefits and full pay for the term of employment. In no event shall the total of worker's compensation benefits and the district contribution exceed the employee's regular salary.
- 16.16 In order to qualify for illness-in-the-line-of-duty leave, the employee shall have notified the immediate supervisor of the reasons for the leave and upon return to work file a written claim for such leave.
- 16.17 A doctor's certificate may be required stating that the injury or illness was in his/her opinion contracted at the school.

- 16.18 Illness-in-the-line-of-duty leave shall be limited to the period of time during which the employee is under contract or the period of time during which worker's compensation benefits are provided, whichever is the lesser period.

#### MILITARY LEAVE

- 16.19 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, if they are ordered by the Armed Services or National Guard to report for temporary duty. As a condition of granting military leave, the employee must provide certification from the military unit that equivalent training could not be performed during the employee's non-work time.

#### COURT APPEARANCES

- 16.20 An employee shall be granted full pay and benefits for appearance in court under the following circumstances:
1. Summoned to appear as a juror.
  2. Summoned to appear as a defendant or a witness in an action arising out of and in the course of his/her employment with the School Board.
  3. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.

Any payments received from the court for such appearances may be retained by the employee. An employee dismissed from jury duty or excused from the stand prior to 11 a.m. shall return to work that day.

#### 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.
- 16.22 Absence during pre-school and post-school planning for the purpose of attending summer school will be considered under this section.
- 16.23 Leon District will not pay for any trip which is paid for by another organization.

- 16.24 The employee shall be responsible for submitting the appropriate form to the immediate supervisor in a timely fashion.
- 16.25 A legislative committee composed of 10 members appointed by the LCTA President, shall be allowed one (1) day of Temporary Duty during the Legislative Session on Education's Legislative Day to lobby for educational concerns benefitting the Leon County School District.

#### VERIFICATION OF ABSENCE

- 16.26 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. Such verification shall be provided as soon as possible after the official request.

#### ARTICLE XVII

#### EMERGENCY SCHOOL CLOSING

- 17.1 All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
- 17.2 When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over all local radio and TV stations as soon as possible. In the event schools are closed due to severe inclement weather or other acts of nature, employees need not report to work.
- 17.3 When the number of students unable to reach a school is so great that the instructional program is severely impaired, that school may be closed. Employees affected will be personally notified as soon as possible prior to the beginning of the school day, as to whether they are to report to duty, and, if so, where and when to report. The Board shall designate radio stations which will be utilized in the employee notification process. Should employees be notified that they should not report, said employee's annual compensation will remain the same. All scheduled employees' workdays so affected, shall be rescheduled by the Superintendent as soon as possible.

## ARTICLE XVIII

### STUDENT TEACHING ASSIGNMENTS

- 18.1 Supervision by an employee of a student teacher shall be voluntary.
- 18.2 A cooperating employee shall not involuntarily be given additional assignments, or students, outside of his/her regular responsibilities during the period of supervising a student teacher, except in an emergency.
- 18.3 Each cooperating employee shall be provided with release time with pay for required attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

### BEGINNING TEACHER PROGRAM

- 18.4 Any employee who participates on a voluntary basis as a peer teacher shall, along with other support team members, work with the building administrator on a continuous basis to insure the success of the Beginning Teacher Program. The building administrator will be responsible for conducting all required evaluations.

## ARTICLE XIX

### ACADEMIC FREEDOM

- 19.1 The parties seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States and to instill appreciation of the values of individual personality.
- 19.2 Employees shall have academic freedom. Academic freedom shall mean that employees have freedom of association and expression in keeping with their individual conscience. Employees shall present instructional materials which are pertinent to the subject and level taught. Such presentation shall be within the guidelines of appropriate course content and within the instructional program and shall present all facts of controversial issues in a scholarly and objective manner.
- 19.3 Employees shall be entitled to freedom of discussion within the classroom in all matters which are relevant to the subject matter under study.

- 19.4 All employees shall consult with the administration whenever the employee intends to inject into course coverage, units which might be reasonably anticipated to be controversial. Upon request the employee shall meet with his/her immediate supervisor to discuss the proposed unit of study and how it fits into the course content as provided in 19.02.

## ARTICLE XX

### POLITICAL ACTIVITY

- 20.1 All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

## ARTICLE XXI

### COMPENSATION

- 21.1 Compensation for employees covered by this Agreement shall be as set forth in Appendix A. Employees who volunteer to teach six (6) contact hours or more shall be paid on the basis of an additional hour at their regular hourly rate and shall also be required to work an additional hour.
- 21.2 Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Agreement shall be made at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1421.
- 21.3 Any employee whose regular contractual duties are extended beyond the 196 days shall be paid at the daily rate of 1/196th of their regular annual contract salary.
- 21.4 A. Salaries of full-time and part-time employees employed in summer school, evening school, and/or other programs, whose compensation rate is not stated in Article XXI, shall be paid at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1421. All employees appointed hourly as needed, including "regular" district employees, shall be paid up to a maximum of step five (5) on the teacher salary schedule.
- B. Full-time employees employed in programs (such as Lively Vocational Technical School) which "con-

tinue" their program beyond the regular school year will, during the summer, receive planning and lunch time consistent with the regular program.

- C. Compensation for full-time and part-time employees whose services are utilized in the design and/or development of curriculum and instructional materials to include diagnostic and/or evaluative assessment instruments shall be compensated at their regular hourly rate.
  - D. "Temporary Instructional Personnel" including hourly-as-needed teachers, referred to in School Board Policy 2.051 (4), shall receive retirement and social security benefits. Hourly-as-needed teachers who teach 17.5 hours per week or more shall receive health insurance benefits and will not be eligible for sick leave.
  - E. Hourly-as-needed teachers will not be provided planning time or duty free lunch.
  - F. Beginning with the 1990-91 School Year, all positions which have scheduled contact of 25 hours or more per week for more than half of the school year, with an average daily attendance of 25 or more, shall become regular fulltime instructional employees.
  - G. Regular fulltime employees who are also employed as temporary instructional personnel shall not accrue additional benefits in their capacity as Temporary Instructional Personnel.
  - H. Time accrued in employment in the category of Temporary Instructional Personnel shall not be counted for the purposes of acquiring a professional services contract.
- 21.5 Compensation for employees whose services are utilized by the TEC or other such similar programs in the District shall be paid \$15.00 per hour.
- 21.6 Compensation for employees who voluntarily participate in approved staff development activities, outside the regular workday, for which in-service credit is awarded, will be at the rate of ten dollars (\$10.00) per hour.
- 21.7 Supplemental salaries shall be those as set forth 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.
- 21.8 Supplemental pay assignments are official school sponsored activities. While in the performance of these assignments, teachers shall be covered by the

benefits of employment normally received during the regular course of their work.

- 21.9 As supplemental pay assignments are made, the building administrator will provide the employee with the district's list of duties/expectancies that the employee is to perform in that assignment. Supplemental salaries will be paid only if said duties/expectancies are performed. The District will provide to LCTA a comprehensive list of all duties/expectancies.
- 21.10 Supplements are to be paid for assignments performed in addition to the regular instructional/supervisory duties. All teachers receiving supplements shall carry a full instructional/supervisory load.
- 21.11 Employees are to be given credit for previous experience according to the following plan:
- a. Beginning with the 1982-83 school year, credit for one year's experience shall be given for each year of teaching in any state or regionally accredited public school (K-12), Junior or Community college, or University (graduate assistant experience shall not be counted). Credit shall be given for each year of teaching in a public hospital or public institution that required teacher certification in an area infield with a corresponding teaching position assignment. In state wxperience shall be allowed for foreign teaching, if earned in a government-sponsored school. Maximum credit shall be seven (7) years for out-of-state experience, or fifteen (15) years for Florida experience except that all previous experience in Leon County may be added to these maximums.
  - b. Credit for up to three (3) years of wartime military experience or three (3) years of instructional experience in the military related to the employee's instructional assignment shall be granted to employees hired after July 1, 1979. Wartime military experience shall be as defined in Sections 238.06 and 121.021(20), Florida Statutes. Employees receiving or eligible to receive credit for military experience prior to July 1, 1979, shall receive such credit.
  - c. Credit for one year's experience is to be given for a major portion of a year's work (i.e., 1/2 plus one day). Out-of-state and Florida experience which occur during the same school year may be combined.
  - d. Part-time employees will receive credit for one year's experience when working over fifty percent

(50%) of the hours required for full-time employees (including sick leave for which paid); however, only one year of service may be earned during one school year.

- e. Credit for one year's experience shall be given for each year of verified work experience above that required for vocational certification. For full-time employees the maximum credit which may be given under this provision is seven (7) years. Employees employed prior to the 1985-86 school year shall be credited for all previously granted experience.
- f. The president of the L.C.T.A. shall be granted credit on the salary schedule for years served in said office when he/she returns to a teaching position.
- g. Beginning with the 1988-89 school year, credit is allowed for certified teaching experience at private schools or institutions that have Southern Assn of Colleges and Schools, Western Assn of Schools and Colleges, Northwestern Assn of Schools and Colleges, North Central Assn of Schools and Colleges, New England Assn of Schools and Colleges, Middle States Assn of Colleges and Schools accreditation.

Private school credit will be at the following ratio:

- 1-3 Yrs. Experience - 1 Yr. Salary Credit
- 4-6 Yrs. Experience - 2 Yrs. Salary Credit
- 7-+ Yrs. Experience - 3 Yrs. Salary Credit

- h. Beginning with the 1989-90 School Year, credit shall be allowed for experience in public or private state accredited hospitals, state certified group homes for children or adults, state rehabilitation centers, mental health institutes, as well as departments of education and health and rehabilitative services to psychologists, social workers, counselors and exceptional student education personnel.

21.12 Beginning with the 1982-83 school year, adjustments to higher salary levels will be made upon submission by the employee of appropriate evidence of additional advanced degrees earned (this may be accomplished through a letter from the employee's college dean or designee stating that all the requirements for his/her degree have been completed), or the verification of appropriate experience. These adjustments shall be made effective at the beginning of the next payroll period after submission.

- 21.13 Credit for advanced degrees for employees employed by the Board on or after July 1, 1978 shall be given when the degree is earned in the same area in which the employee was certified upon beginning the advanced degree program or is in the field where the employee is currently teaching when that field requires specific certification. Field being defined as a broad area such as exceptional student education, elementary education, English, etc. Credit for advanced degrees in educational administration shall be as follows: employees admitted to the management training program who fulfill the competency requirements of the Management Development Center's Teacher Leadership Program or School-Based Administrator Program or Level II Candidate Program will, upon receipt of an advanced degree, be given credit. It is the intent of this section that employees employed prior to June 30, 1978, be able to continue to receive credit for advanced degrees already earned. Teachers who have received salary schedule credit for an advanced degree and who are administratively transferred to a non-related field shall not have their compensation reduced.

#### APPEAL PROCESS

In the event that a request for salary credit for advanced degrees is denied, the grievance procedure and form outlined in Article 6.02 - Step I shall be filed with the district's Director of Human Resources.

All timelines outlined in Steps I, II and III shall be followed.

#### INSURANCE

- 21.14 The Board shall provide, without cost to the employee, group term life insurance for a twelve (12) month period in the amount of \$15,000 to be paid to the appropriately designated beneficiary.
- 21.15 Each year, the Board will make a contribution to the healthcare program for employees participating in one of the district's group healthcare programs. The contribution will be a percentage of the least expensive program available to employees. The percentage that the Board will contribute is: 78% of the individual coverage premium; 46% of the two-person coverage premium; and 58% of the family coverage premium. In no case, will the Board's contribution exceed 100% of the premium cost for the least expensive program.
- 21.16 The Board shall make available to all employees through payroll deduction, tax deferred annuity programs. Other payroll deduction options, including any Internal Revenue Service approved tax-sheltered "cafeteria plan" may be offered by the Board when available.

21.17 The Board shall notify all employees of any changes in the insurance coverage provided herein at least ten (10) days prior to the effective date of the change and shall provide each new employee with a description of insurance coverage within ten (10) days of the beginning of the school year or date of employment. The Board will be responsible for providing insurance information in the form of applications and/or enrollment meetings.

A committee shall be established to study insurance matters. This committee shall:

1. Monitor the current plan and report semi-annually to the School Board and Association;
2. Study and make recommendations to the School Board and Association about long-term disability, dental insurance, optical insurance, income protection, etc.

The insurance committee shall consist of at least five members, two of whom shall be L.C.T.A. appointees and one of whom shall be the Director of Employee Relations.

21.18 Any employee who must use his/her personal automobile on school district business shall be reimbursed by the Board at the current rate established by the Board for such travel. Such mileage reimbursement shall not include routine travel to and from the employee's home and the school to which assigned. In order to receive the mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in School Board policy.

#### DIRECT DEPOSIT PAY

21.19 The District will set up a system of direct deposit pay with the North Florida Education Credit Union which will be available to all members of the bargaining unit. Other direct deposit pay options shall be offered by the Board at its discretion.

#### METHOD OF PAYMENT

21.20 Ten (10) month employees will be paid by at least ten equal monthly checks. The Board will decide pay dates and will include a list of these dates as an appendix to this Agreement. Except in those instances where over-used leave cannot be deducted in time, all employees will be paid on the last day of the employee work year. Employees working in the regular summer school program will be paid their final check on the last workday of the summer school session.

- 21.21 Paychecks being delivered to employees not actively working, such as may occur when the final pay date is subsequent to the last day the employee works, will be mailed to the address designated by the employee, or, if requested in writing, released to a designated individual.
- 21.22 A six (6) member committee, three (3) appointed by the LCTA and three (3) appointed by the Superintendent will be established to study the viability of bi-monthly salary payments for implementation at the beginning of the 1990-91 School Year.

#### RETIREMENT INCENTIVE

- 21.23 An employee who attains his/her normal retirement date, prior to the beginning of the succeeding school year, shall have ten percent (10%) of his/her annual salary, excluding supplements, added to his/her annual salary provided that he/she, by December 1 of the school year of his/her normal retirement date: (1) completes the necessary procedures through the Manager of Employee Benefits and (2) resigns effective at the end of the school year. This sum will be paid in the last six (6) checks. Retirement eligibility period will run from the beginning date of one school year to the beginning date of the succeeding school year.

For the purpose of this section, the phrase "normal retirement date" shall mean retirement as defined in Sections 121.021(20)(a) and (b) or 238.07(2)(a-d), Florida Statutes (1982).

### ARTICLE XXII

#### PAYROLL DEDUCTION

- 22.1 The Board shall deduct from the pay of each employee all current membership dues of the L.C.T.A., provided that at the time of such deduction there is in the possession of the employer a written authorization for dues deduction executed by the employee in the form and according to the terms of the dues deduction authorization form furnished by the L.C.T.A.
- 22.2 An employee may authorize dues deduction by presenting an authorization card to the Payroll Department in any of the ten (10) payroll periods.
- 22.3 The Board agrees to deduct 1/10th of the annual dues of the L.C.T.A. from the monthly checks of employees

- 22.3 The Board agrees to deduct 1/10th of the annual dues of the L.C.T.A. from the monthly checks of employees who have on file a payroll deduction authorization card.
- 22.4 Authorization for dues deduction is revocable upon written request by the employee to the Board. A copy of this request will be furnished to the L.C.T.A. within thirty (30) days. The revocable authorization for dues deduction will be effective within thirty (30) days from written request.
- 22.5 All dues deducted by the Board shall be remitted to the treasurer of the L.C.T.A. in monthly installments as soon as it is practicable after the close of the payroll period.
- 22.6 The L.C.T.A. shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section.
- 22.7 The L.C.T.A. will not be assessed the costs incurred by the Board in order to provide authorized dues deductions. Such payroll deductions authorization shall continue in effect from year to year thereafter unless revoked in writing by this member.

#### ARTICLE XXIII

##### EMPLOYEE WORK YEAR

- 23.1 Each school year will consist of 196 work days. During the 1989-90 school year, six (6) of these work days shall be designated as paid holidays. Appropriate time to complete necessary tasks during pre-school and post-school planning days shall be provided for the employee at the work station.
- 23.2 The Board will establish the calendars of the employee work years after the normal consultation with L.C.T.A., and said calendars shall be included in Appendix D of this Agreement.

##### SUMMER WORK WEEK

- 23.3 The Board reserves the right to establish the workday and instructional day for summer programs for all employees.

## ARTICLE XXIV

### MAINTENANCE OF STANDARDS

- 24.1 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment in effect at the time this Agreement is signed, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

## ARTICLE XXV

### MISCELLANEOUS

- 25.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- 25.2 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be discussed by the parties to modify it by mutual agreement to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- 25.3 The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Where the policies of the Board are inconsistent with the terms of this Agreement and the separate provisions cannot be harmonized by the parties, this Agreement shall supersede Board policies.
- 25.4 Any individual contract between the Board and an individual employee shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling except as otherwise provided by law or State Board of Education rules and regulations.
- 25.5 Copies of this Agreement titled "Agreement Between the School Board of Leon County and Leon Classroom Teachers Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now

employed, hereafter employed, or considered for employment by the Board. Further that the Board shall furnish 200 copies of said printed Agreement to the L.C.T.A. for its use.

- 25.6 All policies adopted by the Board shall be distributed to all schools within thirty (30) days of their effective date and the employees shall be advised of the changes.
- 25.7 Under the provisions of Article 2.01 of this contract, language pertaining to site-based decision making, as reflected in proposed Article 25 by the Leon Classroom Teachers Association, will be negotiated. The target date for completion of this negotiation will be January 1, 1990.

#### ARTICLE XXVI

##### TERM OF THE AGREEMENT

- 26.1 This Agreement shall continue in effect through August 20, 1992.
- 26.2 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 26.3 The parties agree that on June 1, 1990, negotiations will be re-opened on Article VII, Teaching Conditions; Article XXI, Compensation; including Appendix A. Salary Schedule, and Appendix B. Salary Supplements; and on two (2) other articles selected by each party.
- 26.4 It is agreed that the Board and the L.C.T.A. will meet at a time to be determined by mutual consent of both parties to consider:
- a. Career Achievement Programs to recognize superior ability and performance and to provide an economic incentive for teachers (231.5335 F.S.).
  - b. A plan which outlines the criteria to be used concerning a District Quality Instruction Incentive Program for designating schools as meritorious (231.532(3) F.S.).
  - c. A study to create guidelines for the implementation of a program of voluntary peer evaluation. This program will be contingent upon receiving a grant from D.O.E. and will last for the duration of the grant. At that time, LCTA and the Board will evaluate the program and determine the feasibility of continuation.

**APPENDICES**

APPENDIX A

1989-90 TEACHERS SALARY SCHEDULE  
(\$1506 ACROSS - THE - BOARD)

STEP	BACHELORS	MASTERS	ED. SPEC.	DOCTORATE
0	19,506	19,806	21,194	21,964
1	19,516	20,412	21,470	22,240
2	19,526	20,692	22,080	22,850
3	19,720	21,416	22,804	23,574
4	20,417	22,114	23,502	24,272
5	21,115	22,811	24,199	24,969
6	21,812	23,509	24,897	25,667
7	22,510	24,206	25,594	26,364
8	23,207	24,904	26,292	27,061
9	23,905	25,601	26,989	27,759
10	24,602	26,299	27,687	28,456
11	25,388	27,034	28,422	29,192
12	26,171	27,817	29,205	29,975
13	26,956	28,603	29,991	30,761
14	27,740	29,385	30,775	31,545
15	28,475	30,141	31,529	32,298
16	29,223	30,898	32,286	33,056
17	29,876	31,567	32,957	33,727
18	31,526	33,096	34,486	35,256

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

APPENDIX B  
TEACHER SALARY SCHEDULE  
SALARY SUPPLEMENTS

1. All supplements shall be divided into seven (7) categories. They are:

Director	15%
Major Activity Supervisor	12%
Minor Activity Supervisor	8%
Major Activity Assistant	6%
Minor Activity Assistant	4%
Sponsor	4%
Faculty Representative	3%

An outline of the duties to be performed in the above seven (7) 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 based on the salary, \$17,172 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 in any one (1) school year.
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 district, 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 to the regular season.
7. Department Chair/Elementary Team Chairperson/Liaison Teacher in the 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 teams of the same High School Minor 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 as Minority Activity Supervisor at eight percent (8%).
10. High School Athletic Directors will be employed twelve months and will be paid 12/10 of the annual salary.

**Directors-15%**

High School Athletics  
 High School Band  
 High School Choral

**Major Activity Supervisors-12%**

Head Football Coach (Fall)  
 Head Basketball (Boys or Girls)  
 Head Baseball  
 Head Track (Boys or Girls)  
 Middle School Activity  
 Head Cheerleader

**Major Activity Assistants-6%**

Cheerleader (Maximum of 2)  
 Fall Football (Maximum of 10)  
 Baseball (Maximum of 2)  
 Basketball (Boys or Girls)  
 (Maximum of 3 with freshmen)  
 (Maximum of 2 without)

**Sponsors-4%**

Student Productions (Maximum of 3)  
 Publications - Yearbook  
 Publications - Newspaper  
 Middle School Intramurals  
 Soccer (Boys or Girls)  
 Basketball (Boys or Girls)  
 Volleyball (Boys or Girls)  
 Golf (Coed)  
 Track (Coed)  
 Softball (Coed)  
 Cheerleader (Maximum of 2)  
 Spring Football (Maximum of 10)  
 Junior and Senior Class  
 Student Government  
 High School Brain Bowl (Maximum of 2)  
 Future Educators of America  
 Academic Coaches and Honor Society  
 (National Honor Society, Science  
 Fair & similar Academic Activities)  
 (Maximum of 40% for High School)  
 (Maximum of 20% for Middle School)

**Minor Activity Supervisors-8%**

High School Band Assistant  
 High School Choral Assistant

Middle School Band  
 Middle School Choral

Athletic Business Manager  
 Head Softball  
 Head Soccer (Boys or Girls)  
 Head Volleyball  
 Head Wrestling  
 Head Swimming (Boys or Girls)  
 Head Tennis (Boys or Girls)  
 Head Weightlifting  
 Head Cross-Country (Boys or  
 Girls)  
 Head Golf (Boys or Girls)  
 Special Olympics Supervisor  
 Gretchen Everhart Student  
 Activities

**Minor Activity Assistants-4%**

Soccer  
 Volleyball  
 Softball

**Faculty Representatives - 3%**

TEC Representative - 3%

FHSAA Activity Sponsor - 2%  
 (Employed when supervisor is  
 non-school employee)

Sit Facilitator - 2%



# 1989-90 SCHOOL CALENDAR

Approved: May 16, 1989

APPENDIX D

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
<div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 10px;">↑</div> <div style="margin-bottom: 10px;">1989</div> <div style="margin-bottom: 10px;">↓</div> <div style="margin-bottom: 10px;">↑</div> <div style="margin-bottom: 10px;">1990</div> <div style="margin-bottom: 10px;">↓</div> </div>	JULY	/		*	H	A	A	A	/		A	A	A	A	*	/		A	A	A	A	*	/		A	A	A	A	*	/		A	
	AUGUST	A	A	A	*	/		A	A	A	A	*	/		A	A	A	A	A	/		T	T	I	T	T	/		S	S	S	S	
	SEPTEMBER	S	/		H	S	S	S	S	/		S	S	S	S	S	/		S	S	S	S	S	/		S	S	S	S	S	/		N/A
	OCTOBER	/	S	S	S	S	1/6 S 29	/		S	S	S	S	** I/T	**	/		S	S	S	S	S	/		S	S	S	S	S	/		S	1/9 S 45
	NOVEMBER	S	S	S	/		S	S	S	S	H	/		S	S	S	S	/		S	S	2/6 S 60	S	H	H	/		S	S	S	S	N/A	
	DECEMBER	S	/		S	S	S	S	S	/		S	S	S	S	S	/		S	S	S	A	A	/		H	H	H	H	/		S	S
	JANUARY	H	A	A	S	S	/		S	S	S	S	/		H	S	S	S	S	S	3/5 S 89	/		T	S	S	S	S	/		S	S	S
	FEBRUARY	S	S	/		S	S	S	S	/		S	S	S	S	S	/		S	S	S	S	/		S	S	S	S	N/A	N/A	N/A		
	MARCH	S	S	/		S	S	S	4/6 S 122	T	/		S	S	S	S	/		S	S	S	S	/		S	S	3/9 S 134	S	S	S	/		S
	APRIL	/	S	S	S	/		A	A	A	A	H	/		S	S	S	S	/		S	S	S	/		S	S	S	S	5/6 S 152	/		S
MAY	S	S	S	S	/		S	S	S	S	S	/		S	S	S	S	/		S	S	S	S	/		S	S	S	H	S	S	S	
JUNE	S	/		S	S	S	Last S 180	T	/		T	A	A	A	A	/		A	A	A	A	*	/		A	A	A	A	*	/		N/A	



WEEKEND  
(Saturday/Sunday)

- S = Days Students Will Attend
- T = Days Teachers Will Attend (Students Out)
- H = District-Wide Holiday
- (S) = Summer Student Day (Last Summer School Day, to be determined)
- \* = Four-Day Summer Week
- \*\* = State's Common Inservice Days

- A = Days Administrative Offices Will Be Open (Students/Teachers Out)
- I = Inservice Day
- (T) = Summer Teacher Day (Students Out)
- I/T = Elementary Inservice/Secondary Planning
- T/I = Elementary Planning/Secondary Inservice

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APPENDIX E

LEON COUNTY SCHOOLS  
TEACHER ASSESSMENT PART I

NAME \_\_\_\_\_ SCHOOL/LOCATION \_\_\_\_\_ ACADEMIC YEAR \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ PERIOD COVERED: FALL \_\_\_\_\_ SPRING \_\_\_\_\_ OTHER \_\_\_\_\_

ASSESSMENT PROCEDURE USED: OBSERVATION \_\_\_\_\_ OTHER (Specify) \_\_\_\_\_

SPECIAL STRENGTHS AND CONTRIBUTIONS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERALL EVALUATION: SATISFACTORY \_\_\_\_\_ UNSATISFACTORY \_\_\_\_\_

ASSESSMENT AREA	CONCEPTS	SATISFACTORYLY DEMONSTRATED	NOT APPLICABLE	AREA FOR DEVELOPMENT	NOT SATISFACTORYLY DEMONSTRATED
Area 1	<b>PLANNING FOR INSTRUCTION</b>				
	1.1 Analyzes Content				
	1.2 Relates Content to Student Needs				
	1.3 Plans for Instruction				
Area 2	<b>INITIATING INSTRUCTION</b>				
	2.1 Uses Time Efficiently				
	2.2 Reviews Subject Matter				
	2.3 Makes Task Attractive				
Area 3	<b>PRESENTING INSTRUCTION</b>				
	3.1 Lesson Management				
	3.2 Concept Treatment				
Area 4	<b>COMMUNICATING WITH STUDENTS</b>				
	4.1 Uses Questioning Techniques				
	4.2 Responds to Student Talk				
	4.3 Directs Student Work/Activities				
Area 5	<b>MANAGING STUDENT BEHAVIOR</b>				
	5.1 Makes/Practices Rules				
	5.2 Monitors Student Behavior				
	5.3 Responds to Inappropriate Behavior				
	5.4 Praises Behavior				
Area 6	<b>EVALUATION</b>				
	6.1 Relates Evaluation to Instructional Objectives				
	6.2 Grades Objectively				
	6.3 Utilizes Test Data				
	6.4 Prepares for Testing				
	6.5 Administers Tests				
Area 7	<b>PROFESSIONAL RESPONSIBILITIES</b>				
	7.1 Communicates Effectively with Others				
	7.2 Maintains Positive Classroom Climate				
	7.3 Meets Special Needs of Individual Students				
Area 8	<b>DEMONSTRATES PROFESSIONAL SELF-DEVELOPMENT</b>				
Area 9	<b>MEETS OTHER PROFESSIONAL AND CONTRACTUAL RESPONSIBILITIES</b>				

IMPROVEMENT NOTICE ATTACHED	YES	NO
	11	11

PERSON COMPLETING FORM \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(Does not necessarily imply agreement)

\* NOTE: A minimum of two concepts or areas must be selected each year for professional growth

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APPENDIX F

LEON COUNTY SCHOOLS  
TEACHER ASSESSMENT PART III

IMPROVEMENT NOTICE

NAME \_\_\_\_\_ SCHOOL/LOCATION \_\_\_\_\_ ACADEMIC YEAR \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ PERIOD COVERED \_\_\_\_\_

PERSON COMPLETING FORM \_\_\_\_\_ DATE \_\_\_\_\_

1. Description of unsatisfactory performance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Improvement desired \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Assistance to be provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Prescribed time limits \_\_\_\_\_  
\_\_\_\_\_

5. Consequences, if improvements are not made \_\_\_\_\_  
\_\_\_\_\_

6. Teacher comments (optional) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_

**APPENDIX G**

**Leon District Schools  
Payroll Dates for 1989-90**

PAYROLL DATES

September 15, 1989

October 13, 1989

November 9, 1989

December 11, 1989

January 18, 1990

February 15, 1990

March 15, 1990

April 17, 1990

May 15, 1990

June 11, 1990

**ADDENDUM**

(Contract changes to be inserted as appropriate.)

**ADDENDUM**

(Contract changes to be inserted as appropriate.)

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