

BOARD CHAIR
Alva Swafford Smith

BOARD VICE CHAIR
Rosanne Wood



BOARD MEMBERS
Laurie Lawson Cox
Marcus Nicolas
Darryl Jones

SUPERINTENDENT
Rocky Hanna

July 27, 2023

Angela Strickland
768 Lupine Ln.
Tallahassee, FL 32308

Dear Ms. Strickland,

This letter is notification that beginning Thursday, July 27, 2023, you are being placed on administrative leave with pay regarding a formal complaint submitted to the Employee Relations office. Make yourself available by phone and email during your normal workday hours for contact with District staff.

Please contact 850-487-7193 if you have any questions. Thank you for your cooperation.

Respectfully,

Michael Bryan
Principal, Leon High School

Cc: Deana McAllister, Assistant Superintendent
Deena Howell, Director
Pam Faulkner, Director

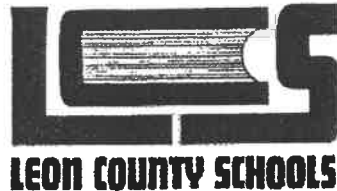
2757 W. Pensacola Street, Tallahassee, FL 32304 • Phone (850) 487-7100 • www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information."

Building the Future Together

BOARD CHAIR
Alva Swafford Smith

BOARD VICE CHAIR
Rosanne Wood



BOARD MEMBERS
Laurie Lawson Cox
Darryl Jones
Marcus Nicolas

SUPERINTENDENT
Rocky Hanna

August 4, 2023

NOTICE OF CORRECTIVE ACTION

HAND DELIVERED

Angela Strickland
768 Lupine Lane
Tallahassee, FL 32308

Dear Ms. Strickland,

You are hereby notified that the Leon County School District is initiating discipline proceedings against you related to violations of Leon County School Board Policy 3210 - Standards of Ethical Conduct: Ethical Conduct, Sections A and E. An investigation was conducted by the Leon County School District, and the report detailing the sustained violations is available for your review. The recommended discipline is removal of all coaching duties in the Leon County School District.

In accordance with Article 10 of the 2022-2025 Collective Bargaining Contract between the Leon Classroom Teachers Association (LCTA) and the Leon County School Board, you have three business days from the receipt of this letter to provide written or oral information addressing the action. If provided, a meeting with a district administrator or designee to review the information on which discipline is based will then be scheduled. Failure to provide written or oral information addressing the action will constitute a waiver related to this action.

If you wish to file a grievance regarding this matter, you must comply with the procedural requirements under Article 6 of the 2022-2025 Collective Bargaining Contract between the Leon Classroom Teachers Association (LCTA) and the Leon County School Board.

The Superintendent and School Board are sincere in their desire to reduce the risk of error in taking disciplinary action against you and to avoid a wrongful damaging of your reputation by untrue or erroneous charges. We are, therefore, sincerely interested in receiving and considering your response to the finding.

2757 W. Pensacola Street, Tallahassee, FL 32304 • Phone (850) 487-7100 • www.leonschools.net

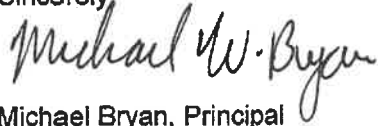
"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information."

Building the Future Together

Page 2
August 4, 2023

Enclosed for your review are the aforementioned policies, Article 10, and Article 6 of the 2022-2025 Collective Bargaining Contract between the Leon Classroom Teachers Association (LCTA) and Leon County School Board. Should you have any questions, please contact me at 850-517-5700.

Sincerely,



Michael Bryan, Principal
Leon High School

Cc: Rocky Hanna, Superintendent
Deana McAllister, Assistant Superintendent
Tonja Fitzgerald, Divisional Director
Scott Hansen, Director

2757 W. Pensacola Street, Tallahassee, FL 32304 • Phone (850) 487-7100 • www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information."

Building the Future Together

Leon County School Board
Report of Investigation
August 3, 2023

I. Introduction and Scope

The Leon County School District issues this Report following its investigation. This investigation follows the receipt of a formal complaint dated, July 26, 2023, raising issues about alleged incidents occurring within the Leon High School volleyball program. Superintendent Hanna authorized this investigation and it was assigned to Scott Hansen, Director II, Student Activities and Tonja Fitzgerald, Divisional Director, Health, Wellness, and Student Services.

The primary issue investigated is whether Leon volleyball players were subjected to conduct prohibited by District policy. Findings with respect to these issues are set forth below.

II. Investigative Findings

Issue – Conduct Which is Alleged to Violate District Policy

The Leon County School District investigated whether one or more students associated with the Leon volleyball program have been subjected to behaviors which violate District policy: specifically, *Leon County School Board Policy 3210 – Standards of Ethical Conduct*.

We have evaluated the information received from witnesses with the understanding that volleyball is a physical and emotional sport. The findings made in this section of the Report are guided only by the plain language of the District policy and the evidence with which we have been provided and which has been evaluated.

1. Complainant

Complainant brought forth allegations of two separate concerns of violations of Policy 3210 – *Standards of Ethical Conduct* regarding Coach Angle Strickland's treatment of players on the Leon High School volleyball team.

2. Student 1

Student 1 was a four-year player for the Leon High School volleyball team. During the 2017-2018 volleyball season, the players were at practice when Coach Strickland asked a player to go to her car and get a piece of paper. That player returned with an obituary of the father of Student 1, who had passed a month prior. Coach Strickland, with the obituary in hand, asked Student 1 if she thought she was playing like her dad would want her to play. She also asked if Student 1 thought her dad would be proud of how she was playing now. Student 1 stated she was in shock, and after practice began to cry. Assistant Coach Susan Bradley approached Student 1 at that time and gave her a hug. Student 1 stated

that the remarks made by Coach Strickland in front of her teammates were traumatic and still affect her now.

The Leon County School District interviewed Assistant Coach Susan Bradley on July 26, 2023. Coach Bradley corroborated the details provided by Student 1 in the statement above. She also confirmed the incident took place in front of the entire team. She stated Student 1 did not immediately cry in front of the team but later cried in the lobby with her.

Coach Strickland did not recall having an obituary or using those strategies with the players.

3. Student 2

Student 2 was a player for the Leon High School volleyball team and a teammate to Student 1 during the 2017-2018 volleyball season. Student 2 was witness to Coach Strickland using the obituary and addressing Student 1 in the manner described above. Student 2 corroborated the accounts that occurred at that practice. Student 2 also expressed her continuing struggle with the emotional stress she incurred during her time as a member of the volleyball team.

4. Student 3

Student 3 was a player for the Leon High School volleyball team. During the 2021 season, the players were practicing for a playoff game when Coach Strickland stopped the drill and asked Student 3 if she seriously thought her dad would be proud of the way she was playing right now. Her father was deceased. Student 3 began to cry in practice. According to Student 3, Coach Strickland became angry that she was crying and ended practice abruptly, made the team gather their stuff, turn in their cell phones, and load the bus. Student 3 felt emotionally traumatized and angry, but due to her cell phone being confiscated, was not able to contact her parent to help her through the incident. Student 3 stated that the remarks made by Coach Strickland in front of the whole team and assistant coaches has caused lasting effects.

Leon County School District interviewed Assistant Coach Tommy Risk on July 26, 2023. Coach Risk corroborated the statements made by Student 3. Coach Risk also stated he contacted Student 3's parent after the incident to check on Student 3.

Coach Strickland does not recall using those strategies with the players.

Findings

Based upon the information obtained in this report, we SUSTAIN that Coach Angie Strickland has violated School Board Policy 3210 – *Standards of Ethical Conduct: Ethical Conduct, Sections A and E*. We make this finding only with respect to those comments and/or actions related to Students 1, 2, and 3, which have been corroborated. The comments and/or actions relating to Student 1 were corroborated by Student 2 and an assistant coach. The comments and/or actions relating to Student 3 were corroborated by an assistant coach.

We have reached these conclusions based on the details of the individual witness statements and interviews as well as all of the information we have obtained and reviewed during this investigation.

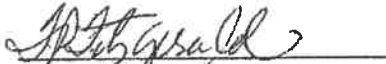
The conclusions reached in this report are based on the totality of the evidence and the demeanor of the witnesses during the interviews.

III. Statement of Completion

This investigation has been completed by the undersigned and all material information and evidence obtained in the course of this investigation has been reviewed and considered in determining the findings contained in this report.



Scott Hansen,
Director II, Student Activities



Tonja Fitzgerald,
Divisional Director, Health, Wellness, and Student Services

August 3, 2023



Book	Policy Manual
Section	3000 Instructional Staff
Title	STANDARDS OF ETHICAL CONDUCT
Code	po3210
Status	Active
Legal	F.A.C. 6B-1.001, 6B-1.006 F.S. 112.313, 1001.32, 1001.41, 1001.42(6), 1001.49, 1001.51, 1001.54, 1006.145 F.S. 1012.23, 1012.28, 1012.33, 1012.53
Adopted	September 4, 2012

3210 - STANDARDS OF ETHICAL CONDUCT

The School Board and Superintendent hold the highest expectations for the conduct of all employees of the District.

It is expected that employees will be of good moral character and demonstrate conduct as an employee that is at all times appropriate and consistent with the high standards that the Board and community expect.

It is expected that employees will be competent and capable in the performance of assigned duties, functions and responsibilities, demonstrating quality and pride in their efforts, and serve as an appropriate role model for students while supporting the Board mission and goals.

Ethical Conduct

Employees shall be expected to meet specific standards of conduct described in Board policies and procedures, negotiated contracts, and the *Principles of Professional Conduct for the Education Profession in Florida* as detailed below.

An instructional staff member shall:

- A. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- B. not unreasonably restrain a student from independent action in pursuit of learning.
- C. not unreasonably deny a student access to diverse points of view.
- D. not intentionally suppress or distort subject matter relevant to a student's academic program.
- E. not intentionally expose a student to unnecessary embarrassment or disparagement.
- F. not intentionally violate or deny a student's legal rights.
- G. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.
- H. not exploit a relationship with a student for personal gain or advantage.
- I. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- J. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- K. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- L. not use institutional privileges for personal gain or advantage.
- M. accept no gratuity, gift, or favor that might influence professional judgment.
- N. offer no gratuity, gift, or favor to obtain special advantages.
- O. maintain honesty in all professional dealings.
- P. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

- Q. not interfere with a colleague's exercise of political or civil rights and responsibilities.
- R. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
- S. not make malicious or intentionally false statements about a colleague.
- T. not use coercive means or promise special treatment to influence professional judgments of colleagues.
- U. not misrepresent one's own professional qualifications.
- V. not submit fraudulent information on any document in connection with professional activities.
- W. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- X. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- Y. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- Z. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.
- AA. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).
- AB. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- AC. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- AD. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- AE. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

Educators and all those who come in direct contact with students hold positions of great trust. As members of a licensed profession, educators have an obligation to students, citizens, and their profession to uphold the highest ethical standards.

Instructional and school administrative personnel as defined in F.S. 1012.01, are to complete training on the reporting of child abuse and educator misconduct. It is the duty of instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators that affects the health, safety or welfare of students (see Policy 8462 - Student Abuse and Neglect). Individuals who report are granted liability protection under F.S. 39.203, and 768.095. Instructional personnel and administrators who fail to report alleged misconduct that affects the health, safety or welfare of a student are subject to termination and forfeiture of certification.

The Superintendent may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or those who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety or welfare of a student. The School District may not provide employment references or discuss the employee's performance with prospective employers in another educational setting without disclosing the employee's misconduct.

To this end, it is the responsibility of instructional staff members to:

- A. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;
- B. not unreasonably restrain a student from independent action in pursuit of learning;
- C. not unreasonably deny a student access to diverse points of view;
- D. not intentionally suppress or distort subject matter relevant to a student's academic program;
- E. not intentionally expose a student to unnecessary embarrassment or disparagement;
- F. not intentionally violate or deny a student's legal rights;
- G. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; and
- H. not exploit a relationship with a student for personal gain or advantage.

Specific Standards of Conduct

Employees covered by other regulatory agencies or boards are subject to their established codes and principles.

A. Employee Effectiveness

No employee may engage in conduct that seriously reduces his/her effectiveness as an employee or interferes with the orderly operation of a school or the District. Expectations for conduct shall include, but not be limited to:

1. maintaining respect, integrity and honesty in all dealings including refraining from use of profanity or discrimination based upon race, color, religion, gender or sexual orientation, national origin or disability;
2. keeping in confidence personally-identifiable student or adult information obtained in the course of District service unless disclosure is required in carrying out District business or is otherwise required by law;
3. refraining from making malicious or intentionally false statements about another employee or from providing fraudulent information on a document;
4. providing truthful information on all written documents;
5. providing, upon the request, a certificated individual a written statement of specific reasons for recommendation that lead to the denial of increments, significant changes in employment, or termination of employment;
6. not assisting entry into or continuation in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;
7. reporting to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
8. seeking no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
9. complying with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice; and
10. cooperating with the Education Practices Commission, as the supervising administrator, in monitoring the probation of a subordinate.

B. Fraternalization

Fraternalization may create the perception of inappropriate conduct or may lead to allegations or instances of sexual harassment or child abuse. Accordingly, no employee shall:

1. transport students in personal vehicles, or ride in a personal vehicle with a student, before, during or after school hours without the express permission of the principal or the parent(s) or legal guardian of the student, and a record of the permission placed on file; or
2. allow a student into his/her home, or enter the home of a student, at any time without the express permission of the principal or the parent(s) or legal guardian of the student, and a record of the permission placed on file.

C. Reporting Violations

Employees shall report a possible violation of Board policy or inappropriate conduct to responsible authorities.

D. Conflict of Interest

Employees are governed by the provisions of F.S. 112.313, **Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys**. Consistent with that law, no employee of the Board shall:

1. accept anything of value including a payment, gift, favor or service that might reasonably tend to influence him/her in the discharge of official duty;
2. use his/her position to secure special privileges or exemptions for himself/herself or others;
3. hold employment or engage in any business or professional activity that might reasonably require or induce disclosure of confidential information acquired through or as a result of the employee's position;
4. hold employment or a contractual relationship that will create a conflict between the employee's private interests and the performance of district duties, subject to the exemptions stated in F.S. 112.313(12);
5. use confidential information gained by reason of his/her position for personal gain or benefit;
6. engage in any business, employment, or contractual relationship that might impair the employee's independence of judgment in performance of public duties including renting or leasing any realty, goods, or services on behalf of the District from any business entity of which the employee or the employee's spouse or child is an officer, partner, director, or proprietor or in which the employee, spouse, or child has a material interest or, acting in a private capacity, selling any realty, goods, or services to the District; These prohibitions are subject to the exemptions stated in F.S. 112.313(12).
7. use coercive means or promise special treatment to influence professional judgments of colleagues.

E. Grounds for Discipline

Grounds for discipline, including dismissal, shall include, but not be limited to, incompetency, gross immorality an act involving moral turpitude, misconduct in office, gross insubordination or willful neglect of duty, conviction of a misdemeanor, felony or other criminal charge other than a decriminalized traffic offense, or other conduct inconsistent with these Principles of Conduct and Ethics. Employees will be provided with notice and an appeal procedure appropriate to the nature of the discipline.

F. Self-reporting of Arrests or Criminal Charges or Their Disposition

An employee who has been arrested for or charged with a felony, abuse of a child, or the sale, distribution and/or possession of a controlled substance shall notify his/her site administrator within forty-eight (48) hours of the arrest. In addition, the employee shall self-report to his/her site administrator any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a decriminalized traffic violation within forty-eight (48) hours after the final judgment. The site administrator must report this information to the Superintendent within a period of twenty-four (24) hours thereafter. The Superintendent shall notify

the Board within five (5) calendar days of receiving notice that an employee has been arrested or charged with an offense listed above or enumerated in F.S. 1012.315, or has been found guilty, has pleaded guilty or nolo contendere, has been committed to a pretrial diversion program, or had adjudication withheld, for such an offense. The Superintendent shall take such action as may be appropriate under the circumstances, including, but not limited to, transfer, suspension, or initiation of discipline of such employee, up to and including dismissal, in order to protect the health, safety and welfare of students, other employees and members of the public. In addition, the Superintendent shall, on behalf of the school district, file such information with the Florida Department of Education within thirty (30) calendar days following notification from any law enforcement agency or other reliable source as may be required for certified staff pursuant to F.S. 1012.796 and 1012.34. When handling sealed and expunged records disclosed under this rule, the Board shall comply with the confidentiality provisions of F.S. 943.0858(4)(c) and 943.059(4) (c).

G. The Superintendent shall develop and disseminate procedures to communicate this policy to all staff and provide for appropriate assistance and discipline as required.

See Procedure 3210 – Standards for Ethical Conduct, for the process of reporting and investigating employees' acts or omissions which may be detrimental to their work effectiveness or students.

See administrative procedures for the process of reporting and investigating employees' acts or omissions that may be detrimental to their work effectiveness or students.

Effective 9/5/12

© Neola 2009

- c. No more than two (2) employees may be absent from any faculty on any day on such temporary duty;
 - d. No employee shall have a right to be granted more than ten (10) days of temporary duty for LCTA activities during the fiscal year, except that participation on the School Improvement Central Council (see Section 25.05) shall not count against the ten (10) days' limitation. LCTA shall be responsible for monitoring the amount of temporary duty taken for LCTA activities.
 - e. The Board shall not pay any expenses associated with the activities described in paragraph F1a, Legislative Committee, and paragraph F1b, FEA Delegate Assembly.
 - f. Employees on temporary duty for LCTA activities retain all rights and responsibilities as employees but are not to be considered representatives of the District for activities undertaken on behalf of LCTA.
- G. Unpaid Leave for LCTA Activities. Each year of this Contract, representatives of the LCTA shall be granted up to a total of fifty (50) days of unpaid leave to conduct LCTA business provided the following conditions are met:
- 1. An employee shall ordinarily provide the site administrator with a leave request form for the unpaid leave a minimum of forty-eight (48) hours prior to such leave;
 - 2. The site administrator shall approve the request for unpaid leave unless s/he documents that the employee's absence would significantly impede the operation of the work unit;
 - 3. No more than two (2) employees may be absent from any faculty on any day on such unpaid leave;
 - 4. No more than ten (10) employees may be absent on such unpaid leave on any day;
 - 5. Except for the president of LCTA, no employee may be absent on unpaid leave for LCTA activities more than ten (10) days during the fiscal year; and
 - 6. LCTA shall be responsible for monitoring the amount of unpaid leave taken for LCTA activities.
- H. During the regular workday, authorized representatives of LCTA may visit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, or disrupt, normal site operations. No authorized representative shall use this privilege except to conduct LCTA business.
- I. Exclusive LCTA Rights. The rights granted herein to LCTA 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.
- J. LCTA agrees to hold the Board harmless for any claims arising from the exercise of its rights as described in this section, including the cost of defending such claims.
- K. In an effort to encourage collaboration at the worksite the LCTA chief building representative and the building principal may meet at the beginning of each semester to build understanding and share concerns.

Article IV

BOARD AND SUPERINTENDENT RIGHTS

- 4.01 The Board, on its own behalf and on behalf of the District, and the Superintendent hereby retain and reserve unto themselves all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws, rules, regulations, and Constitutions of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

Article V

NO-STRIKE CLAUSE

- 5.01 The LCTA agrees it will not participate in or encourage members of the bargaining unit to strike against the Board for the duration of this Contract.

Article VI

GRIEVANCE PROCEDURE

6.01 Representation and Appearances

- A. An employee shall choose at Step 1 and Step 2 whether to be represented by the LCTA or to represent him/herself. The LCTA shall not be required to process grievances for employees who are not members of the Association.
 - 1. The LCTA shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by the LCTA.
 - 2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Contract, and the LCTA shall be provided an opportunity to be present at any meeting called to discuss such a resolution.
- B. When a grievant participates during working hours in a grievance meeting between the grievant and the site administrator or District representative, or in an arbitration proceeding, the grievant shall be provided temporary duty for such meeting/proceeding after providing the site administrator with a written request for temporary duty at least two (2) days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.
- C. When a grievant is represented by the LCTA, the LCTA grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant or the LCTA. The LCTA grievance representative shall provide the site administrator with a written request

for temporary duty at least two (2) days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the LCTA representative's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.

- D. Time spent by grievants and LCTA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

6.02 Definitions

- A. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this Contract, or involving whether an action to discipline an employee or dismiss a professional services contract or continuing contract employee was taken for just cause. All grievances are to be filed on a form as provided in this Contract (see Appendix C).
- B. "Grievant" shall mean any employee, group of employees, or LCTA who has filed a grievance.
- C. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form (see Appendix C) and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.

6.03 Resort to Other Procedures

- A. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure.
- B. As an exception to the provisions of paragraph A above, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C., s.2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request an extension of the time limits for initial filing of the grievance for this purpose.

6.04 Informal Resolution. When an employee or the LCTA has a problem or complaint, an attempt should be made to resolve it through discussions with the employee's supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees or the LCTA as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in paragraph 6.05C below.

- A. An employee shall choose at Step 1 and Step 2 whether to be represented by the LCTA or to represent him/herself. The LCTA shall not be required to process grievances for employees who are not members of the Association.
1. The LCTA shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by the LCTA.
 2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Contract, and the LCTA shall be provided an opportunity to be present at any meeting called to discuss such a resolution.
- B. When a grievant participates during working hours in a grievance meeting between the grievant and the site administrator or District representative, or in an arbitration proceeding, the grievant shall be provided temporary duty for such meeting/proceeding after providing the site administrator with a written request for temporary duty at least two (2) days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.
- C. When a grievant is represented by the LCTA, the LCTA grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant or the LCTA. The LCTA grievance representative shall provide the site administrator with a written request for temporary duty at least two (2) days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the LCTA representative's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.
- D. Time spent by grievants and LCTA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

6.05 Formal Grievance Procedure

- A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 6.01 above, a formal grievance may be filed under this section.
- B. Time Limits
1. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. 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.
 2. Upon failure of the Superintendent to provide a decision within the time limits provided in this article, the grievant or the LCTA, where appropriate, may proceed to the next step. Upon failure of the grievant or the LCTA, where appropriate, to file

- at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
3. Upon written agreement of the parties, any step in this procedure may be waived.
 4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.
- C. Step I. A grievance shall be filed with the employee's site administrator on the Step 1 grievance form (see Appendix C) within thirty (30) days following the occurrence of the alleged violation of the Contract, or the date on which the employee knew or reasonably should have known of the occurrence if that date is later. The grievance shall include the facts giving rise to the alleged violation, the specific section of the Contract alleged to have been violated, the employee's contention with respect to these provisions, the specific relief sought, and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.
- D. Step II. If the grievant is not satisfied with the decision at Step I, s/he may, within fifteen (15) days following receipt of the Step 1 decision or following the date on which the Step 1 decision was due if no decision is provided, file a request for review of the Step 1 decision with the Superintendent or his/her designee on the appropriate form (see Appendix C). The Superintendent or his/her designee shall meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step 2, the Superintendent or his/her designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.
- E. Step III - Arbitration
1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.
 2. Filing
 - a. If the grievance has not been satisfactorily resolved at Step II, the LCTA may, within thirty (30) days following receipt of the Step II decision or following the date on which the Step II decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Superintendent or his/her designee on the form provided in Appendix C.
 - b. A grievance filed at Step 3 on which no action has been taken by the LCTA for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
 3. Disclosure of Information. Neither the Board nor the LCTA shall be permitted to assert in an arbitration proceeding any grounds or rely on any evidence which has not previously been disclosed to the other party.
 4. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
 5. Authority of the Arbitrator
 - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
 - b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 - c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one (1) or more of the grounds stated in Section 682.13, Florida Statutes.
 - d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than twenty (20) days prior to the date the grievance was initially filed.
 6. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Board and LCTA. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript. The requesting party shall, at its expense, provide a photocopy of the transcript to the other party within five (5) workdays after receiving a copy of the transcript from the reporter.
- F. Processing
1. The Superintendent may refuse consideration of a grievance not filed or processed in accordance with this article.
 2. If a grievance arises as the result of a condition which the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step 2 after discussing such filing with the Superintendent's designee.
- 6.06 Precedent. No complaint informally resolved, or grievance resolved at either Steps 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board and LCTA.

- 6.07 Documents. The grievant or representative shall be provided, upon request and without charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- 6.08 Notwithstanding the expiration of this Contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.
- 6.09 Reprisal. The Board shall not engage in reprisal, coercion, or discrimination against a grievant, witness, grievance representative, or any other participant in the complaint or grievance procedure by reason of such participation.

Article VII

PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

7.01 Employee Workday and Workweek

A. Employee Workday - Standard and Extended.

1. Standard Workday. The beginning and ending time of the employee workday may be varied to meet individual school needs. The standard workday for employees shall be seven (7) consecutive hours and thirty (30) minutes.
2. Extended Workday. The School Board may adopt a written plan for an extended workday consisting of no more than eight (8) hours and thirty (30) minutes at one (1) or more instructional sites. This plan shall include the educational purpose to be achieved by the extension of the workday. LCTA shall be provided with the proposed plan as soon as practicable. Implementation of the plan shall not occur prior to a discussion with LCTA about the impacts on teacher's working conditions, wages and terms of employment. Employees at a school where such extended workday is to be implemented shall be provided with written notice that the District plans to implement an extended workday at their school. Employees' pay shall be increased proportionally at their hourly rate consistent with the extended workday (see Section 21.03). A permanent employee assigned to a school that is to have an extended workday who desires to transfer to a school on a standard workday shall be provided with such an opportunity.

3. The workday shall include:

- a. Lunch Period. Employees shall have a duty-free lunch period equal to the student lunch period in that building. For employees who volunteer to serve lunch duty a duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to provide the equal duty-free time immediately before or immediately after the lunch duties. On planning days the lunch period shall be one (1) hour.
- b. Planning/Preparation Period
 - (1) All elementary school employees in the District shall have at least five (5) hours per week during the workday for the purpose of planning. Every effort will be made to ensure that at least 4 out of 5 planning periods will be reserved for individual planning time weekly. Site administrators shall make reasonable efforts, consistent with staffing and program needs, to maximize and protect teacher planning time and to provide such employees with at least forty (40) consecutive minutes of duty-free planning time during the workday; a minimum of thirty (30) consecutive minutes of duty-free planning time shall be provided. Site administrators shall provide employees at the same school with equal planning time to the extent possible consistent with program and staffing needs. Activities such as team or department planning related to the delivery of instruction are appropriate activities to be carried out during planning time and are not to be considered "duty". Planning for secondary teachers is covered in Section 8.02.
 - (2) Elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as planning/preparation/conference periods except for those unusual circumstances when a teacher is assigned to supervise students during such time. Teachers who are assigned supervision during special area shall receive compensatory time.
 - (3) When an employee does not receive his/her regular planning time as a result of a site administrator directing the employee to substitute for another employee's assigned classroom duties or to be involved in an activity that is not related to the delivery of instruction, the employee shall receive compensatory time in accordance with Section 7.04 or the loss of planning time shall otherwise be provided for by the site administrator. Directing teachers to substitute for another employee's classroom duties shall be used only on an emergency basis; substituting for another employee's assigned classroom shall be done on a rotational basis when possible. Record of such substitutions shall be documented and maintained at the site level.
- c. Teaching Periods and Time for Other Duties. All duty time shall be considered contact time and shall not be part of the employee's planning/preparation period.

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

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

Article X
EMPLOYEE AUTHORITY AND PROTECTION

10.01 Corrective Action Plan for Discipline

- A. No employee shall be corrected for discipline including reprimand, suspension with or without pay, demotion, or discharge without just cause.
- B. Where a request for LCTA representation is made, corrective action for discipline shall be delayed for up to twenty-four (24) hours to allow employees to attain such representation.
- C. The correction action for the discipline plan anticipates that actions for a first offense will begin at the lowest level most appropriate to the behavior:
 - Verbal warning
 - Counseling memorandum
 - Letter of reprimand
 - Suspension without pay

And proceeding to higher, more intrusive discipline, should the desired behavior not be achieved. Corrective action at the lowest level for a first offense is not always appropriate when the severity of the misconduct demonstrates that discipline should begin at a higher threshold. In the event an investigation must take place to determine if corrective action is needed, an employee may be placed on administrative leave with pay to determine the merits of a corrective action or discipline. Both the District and the Association understand that there are violations of conduct where strict adherence to corrective action would be a breach of the District's duty. For the purpose of this process, a verbal warning is not considered part of the disciplinary procedure.

- D. If corrective action for discipline in the form of a written reprimand, suspension without pay, or discharge is to be taken against an employee, the site administrator or designee shall give the employee three (3) business days to provide written or oral information addressing the proposed action. A meeting with the site administrator or designee to review the information on which the corrective action is to be based, will then be scheduled.
- E. Corrective action for discipline administered by the District for a written reprimand and above shall be subject to the grievance process. If a grievance decision is rendered against the employee, the employee shall have an opportunity to respond in writing to any record that appears in the personnel file.
- F. An employee summoned to the office of a principal or appropriate site administrator, or designated district-level administrator for an investigatory conference (initiation of questioning) or meeting which may lead to disciplinary action or discipline, shall be advised that they have the right to Union representation. Employees, upon the request of the Union, may have access to representation during interviews with DCF. For matters unrelated to a safety or time-sensitive matter, which must be immediately addressed to mitigate further harm, if a Union representative is not available for the initially scheduled conference/meeting, the conference/meeting shall be rescheduled within twenty-four (24) work days unless there are extraordinary conditions when Union representation is available. The rescheduling shall, in no circumstances, result in an unreasonable delay. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the LCTA is present.
- G. The administrator/supervisor shall refrain from advising employees regarding Union participation and the necessity of representation for other groups, including but not limited to, DCF and Law Enforcement.
- H. Employees are entitled to a fair and thorough investigation by the District of their administrator/supervisor prior to receiving progressive discipline.

10.02 Personnel Files

- A. Derogatory materials relating to work performance or other matters that may be cause for discipline that are to be placed in an employee's District or school site personnel file are to be provided to the employee by personal delivery or mail, return receipt requested. The employee may respond in writing to the derogatory material, which response shall be attached to the material in the file(s).
- B. Employees may review and copy the materials in their school site or District personnel file under conditions necessary to provide for its integrity and safekeeping. The employee may be charged the authorized District charge for copying such materials.

10.03 If in the lawful performance of his/her prescribed duties an employee is:

- A. 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;
- B. Injured, the employee shall be considered eligible for leave and benefits as provided in Section 16.12.

10.04 Reimbursement for Damaged Personal Property. The District, through its Risk Management Office, will repay or reimburse employees the current value of any clothing or other personal property damaged or destroyed 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. This repair and reimbursement

provision does not apply to clothing or personal property that is not reasonably related and appropriate to an employee's assignment such as expensive jewelry (other than wedding and engagement rings), expensive watches, electronic devices such as cell phones, high-fashion clothing, etc. In case of employee negligence, the Board will not be responsible for reimbursement or replacement of an employee's personal property. Claims for reimbursement must be filed with the Risk Management Office within three (3) days of the time of the incident; forms for this purpose are available through that office.

- 10.05 Classroom Discipline and Control. The District agrees to give support and assistance to employees with respect to control and discipline in the classroom. The District additionally agrees to provide a written statement governing the use of punishment of students to all employees not later than the first week of each school year. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employee in accordance with state law.
- A. Instructional personnel may undertake actions detailed in section 1003.32 Florida Statute, in accordance with District policy and any school-specific behavior management guidelines;
 - B. Student discipline shall be addressed by site administrators within a reasonable timeframe.
 - C. Referrals shall not be written under another bargaining unit employee's name and will not be modified without notation or deleted without notification.
- 10.06 Zero Tolerance
- A. The District is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts.
 - B. Each site administrator will emphasize Board policies and procedures relevant to State and Federal Juvenile Justice and zero tolerance requirements with all employees at the beginning of each school year.
- 10.07 Assaults on Employees – Reporting Crimes of Violence
- A. Any case of assault on an employee shall be promptly reported to the site administrator 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 employee in connection with handling the incident with law enforcement and judicial authority.
 - B. An employee who knows or has reason to suspect that a person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of Section 1006.13, F.S. The Superintendent and each site administrator shall fully support good-faith reporting in accordance with this provision. Any person who makes a report required by law in good faith shall be immune from civil or criminal liability for making the report.
- 10.08 Removal of Students from the Classroom
- A. An administrator or a designated person shall be in the building at all times when students are present to handle discipline problems and emergencies.
 - B. Consistent with Section 1003.32, F.S., Board Policies 5500—Student Conduct/Discipline; 5540—The Schools and Investigations Involving Students; 5610.01—Emergency Removal of Students; and Administrative Procedures 5500—Juvenile Justice Information; and 5610—Student Discipline, an employee may:
 - 1. Send a student to the site administrator's office to maintain effective discipline in the classroom. The site administrator shall respond by employing appropriate discipline-management techniques consistent with the student code of conduct under Section 1006.07, F.S.
 - 2. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.
 - 3. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or District personnel.
 - 4. Remove a student from class (see paragraph 5 below for provisions relevant to ESE students) whose behavior the employee determines is so unruly, disruptive, uncontrollable, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. If an employee has such a student removed from class, the site administrator may place the student in another appropriate classroom, in-school suspension, or in an alternative education program as provided by Section 1003.53, F.S., or the site administrator may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The site administrator may not return the student to that employee's class without the employee's consent unless the committee, established under Section 1003.32, F.S. (see provisions stated below), determines that such placement is the best or only available alternative. The employee and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.
 - a. The provisions of Section 1003.32(6), F.S., providing for a Placement Review Committee are as follows: Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership must include at least the following:
 - Two (2) teachers, one (1) selected by the school's faculty and one (1) selected by the teacher who removed the student; and

- One (1) member from the school's staff who is selected by the principal.
The teacher who withheld consent to readmitting the student may not serve on the committee.
 - b. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Superintendent.
 - 5. Have an ESE student removed from class for behavior that is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate upon compliance with the provisions of Board Policy 5500—Student Conduct/Discipline/Discipline Procedures for Students with Disabilities, and State Board Rule 6A-6.0331 addressing ESE students.
 - C. An employee who removes twenty-five (25) percent or more of his/her total class enrollment shall be required to complete professional development to improve classroom management skills.
- 10.09 The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning the students. These records shall contain infractions with dates and action taken. (Reference Board Policy 7.08 and Administrative Procedures D-2a, 2b, 2c, and D-15.)

Article XI REDUCTION IN PERSONNEL

- 11.01 In the event that the Board determines that the number of positions must be reduced, written notice shall be provided to LCTA. For the purpose of this article, the nonrenewal of an annual contract employee at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall control the process.
- A. Layoffs
1. The 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.
 2. Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of layoff of employees within the affected positions shall be as follows: The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.
 3. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:
 - a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
 - b. Employees having the least amount of service in the Leon County School District; however, District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
 - c. Employees with the lowest level of educational degree.
 - d. Employees with the least amount of service outside the District.
- B. Recalls
1. Recall rights shall exist until the end of the school year after that in which the layoff took place or in the case of annual contract employees, until the end of their term of employment.
 2. The Board shall determine the positions in which recall will be made and the number of teachers to be recalled.
 3. Teachers shall be recalled in the inverse order of layoff.
- 11.02 Recall Rights. For the period until the end of the school year after that in which the layoff took place, no new employees shall be hired in a laid-off employee's subject area, grade level, or program area until all certified laid-off employees from that subject area, grade level, or program area have been recalled or have declined or failed to accept recall. For the period until the end of the school year after that in which the layoff took place, no new employees will be hired in a subject area, grade level, or program area before employees who are laid off from other subject areas, grade level, or program area who are qualified and who possess the necessary certification have been offered the position and have declined or failed to accept the position.
- 11.03 Notification of Recall
- A. Employees who have been laid off and who are subsequently offered recall shall notify the District Personnel Office whether they accept the offer of recall as follows:
- For offers of recall postmarked July 31 or before, the employee shall notify the District within fifteen (15) calendar days of the receipt of the certified letter of recall; and
 - For offers of recall postmarked August 1 or after, the employee shall notify the District within ten (10) calendar days of the receipt of the certified letter of recall.