

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 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-negotiating~~ with LCTA about the impacts on a 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 that is no less than 25 minutes. For employees who ~~volunteer to serve lunch duty~~ a duty-free time equal to the duty-free lunch period shall be granted or proportional pay at their hourly rate provided. 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 hour.
  - b. Planning/Preparation Period.
    - (1) All Pre-k 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 a~~ 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" or individual planning. 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~~ pay proportional to their hourly rate.
    - (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 \$20 per coverage period ~~compensatory time in accordance with Section 7.04 or the loss of planning time shall otherwise be provided for by the site administrator.~~
    - (4) When no substitute is available for an absent teacher another teacher may be

assigned to cover the class after all other certified and qualified staff have been exhausted.

a. Directing teachers to substitute for another employee's classroom duties shall be used only on an emergency basis;

b. ~~s~~Substituting for another employee's assigned classroom shall be done on a rotational basis when possible.

c. Record of such substitutions shall be documented and maintained at the site level.

~~a-d.~~ When students are added to a class for more than two hours, the teacher will be compensated for each hour, including the first two, proportional to the subpay that would have been provided, and the percentage of the absent teacher's total class enrollment that is added to the covering teacher's class.

c. Teaching Periods and Time for Other Duties. All duty time shall be considered student 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-day week, and includes those professional duties as prescribed in Section 7.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the site administrator. The total amount of time in the employee's workweek shall consist of the number of minutes in the employee's scheduled workday times five (5) days.

#### 7.02 Employee Assignments.

##### A. General.

1. All professional duties shall be assigned to employees in a fair and equitable manner.

a. In order to maintain IEP's per DOE standards, program specialists (OT, PT, SLP, Psychologists) shall not be assigned additional teacher duties.

2. When an employee received prior permission to miss an assigned duty, the site administrator shall take no punitive action related to employee discipline or employee evaluation ratings.

3. The site administrator will provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events, District events, or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties and shall not preclude the site administrator from scheduling additional duties or activities as the need arises.

4. Employees whose assignments require travel between two (2) or more locations in the District are authorized to be reimbursed for the mileage associated with such travel under the provisions of Board Policy 6550—Travel and Per Diem, and Administrative Procedure 6550—Travel Guidelines. Travel to and from an employee's home shall not be reimbursed.

5. Employees will not be required or assigned to collect or transport money for programs outside of their area responsibility.

##### B. Assignments within the Workday.

1. Employee activity/duty assignments within the workday shall be determined by the site administrator, in cooperation with the Shared Decision-Making Council if such exists at the school.

2. Employees shall at all times during the school year have input into developing their teaching schedules.

3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Teachers will be given the opportunity to indicate their preference of grade level, teaching assignment, and schedule.

4. Assignments at the beginning of the school year shall be made in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. All other assignments shall be made in writing two weeks in advance of the scheduled duty. When Assignments may be are made later than these dates due to unforeseen circumstances, Site administrators will provide a substitute to relieve employee from their presently assigned duties to provide necessary duty-free planning time to



accommodate the unforeseen change in assignment. In those cases when a substitute cannot be provided during the standard workday to accommodate these changes, employees will be compensated at their hourly rate for any time worked outside of the contracted work hours.

5. Assignments may be revised as needed.
- C. Assignments beyond the Employee's Workday and Workweek.
  1. No employee shall be required to stay beyond their scheduled workday or to participate in activities outside their scheduled workweek without being assigned a specific professional duty. Professional duties may include school and district level assignments such as job-related meetings, committees, conferences, PTA/PTO meetings, which will be limited to three hours per semester, and supervisory assignments.
  2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty.
  3. Extracurricular Activities. Employee participation in extracurricular activities after the workday for which compensation is not provided shall be strictly voluntary. The site administrator shall take no punitive action related to employee discipline or employee evaluation ratings. The failure to volunteer in extracurricular activities will not impact employee evaluations.
- D. Compensated Assignments Beyond the Standard Work Schedule (Workday, Workweek, or Work Year).
  1. Assignments in addition to the employee's work schedule during or beyond the school year for which compensation is provided including evening school, extra pay for extra duty assignments, and summer school shall not be obligatory but shall be with the consent of the employee, with the following exceptions:
    - a. An employee may be appointed to an extended work year under the provisions of Section 23.01.
    - b. An employee may be appointed to an extended workday under the provisions of Section 7.01A2.
    - c. The District also may require employees to perform additional compensated assignments beyond the work year under the following conditions: (a) Such assignments are incident to implementation of, or compliance with, state or federal mandates; (b) The assignments do not extend beyond five days; and (c) Written notice is provided to employees no fewer than twenty (20) days prior to the final instructional day of the employee work year. LCTA shall be notified of such proposed assignments at least thirty (30) days prior to the final instructional day of the work year and shall be provided the opportunity to review such proposed assignment with the principal, Division Director, and Director of Labor Relations to ensure compliance with these conditions. Additionally, an employee may be exempted from participating in such assignments upon submitting a timely request for such exemption.

E. Leon County Schools Virtual Schools Program

1. The Leon County Virtual Schools Program (LCSVSP) Calendar Year will be August through the following July. The Daily Program Work Schedule will be August through the following May after regular teaching day (4-8pm daily)
2. Teachers working with LCSVSP during summer school will work June – July 11 am to 3 pm, Monday thru Thursday)
3. Teachers working with LCSVSP must hold a valid Florida teaching certificate in the field appropriate to the class being taught. Preference will be given to current Leon County School District teachers with experience, training, and/or demonstrated ability in instruction in virtual programs.
4. Program Staffing and Special Employment Conditions
  - a. General Employment Conditions.
    - (1) Employee Selection. Employees will be selected by, and serve at the pleasure of, the Leon County Schools Virtual Schools Program. Employees will be appointed in a "supplement" status.

- (2) Employee Attendance. Regular, consistent attendance is a condition of employment in this program. An employee who must be absent due to illness or an emergency shall notify the Leon County Schools Virtual Schools Program Coordinator as soon as possible

b. Special Employment Conditions

(1) Position Responsibilities.

- a. Teachers will be assigned a "Virtual Class" or "Virtual Classes".
- b. ~~Teachers must~~ The district will provide, ~~at their own expense,~~ a computer capable of maintaining a high speed internet connection for their entire virtual class.
- c. Teachers must be "virtually" available each school day from 4-8 pm. During summer hours the time may be modified by the teacher, but must be four hours a day.
- d. Teachers must have access to a phone for calling/responding to students during the teachers scheduled time.
- e. Teachers will use the tracking and monitoring system integrated into the student's assigned virtual course. The system provides for continual monitoring of the student's progress and their scheduled benchmarked progress status.
- f. Teachers will be responsible for all virtual school required recordkeeping and reporting.

(2) Compensation.

Leon County Virtual School Teachers will be paid a supplement in the amount of five thousand dollars (\$5,000.00) for a year-long virtual course or two thousand five hundred dollars (\$2,500.00) for a one semester virtual course.

(3) Training.

Teachers are required to attend a training session not to exceed ten (10) hours. Compensation will be provided for such training at the rate of twenty dollars (\$20.00) per hour.

(4) Worksites.

Classes will be held virtually. Teachers may work from home. Students will attend class on line.

F. Lively Technical College

1. It is agreed that the Lively Technical College's (LTC) administration and program instructors shall collaboratively develop a specific calendar for each program/course. Each program- specific calendar shall include a beginning date, pre-school year planning time, and an end date. These program-specific calendars are to be created in conjunction with the LCS K-12 calendar for holidays and any other district-wide events.
2. Prior to the beginning of each school year, during the pre-school year planning time, the instructors within each program shall decide by a simple majority between 4 days of student-only contact time and 1 day of planning or normal 5-day work week including planning periods throughout the week. In case of a tie, the Department Chair shall break the tie.
3. LTC is recognized as a unique professional learning community, and as such, the instructor at LTC shall customize SLO's and DPP's to address student needs in each program's curriculum, and not the general K-12's which are currently being used.
4. LTC encourages instructors to stay up-to-date on new technology and information in their respective trades. To do so, benefits current and future students of LTC and LTC as a whole. LTC shall allow for instructors to attend up to two trainings per year. Said trainings will be paid for by LTC and instructors will incur no loss of pay while at said training.
5. In order to stay at the forefront of new advances and trends in Vo/Tech fields, LTC will reimburse membership fees for up to two nationally-recognized organizations per employee. The memberships will be of the instructor's choosing and must be relevant to the instructor's skill set. Total reimbursement shall be limited to \$300 per calendar year per instructor.

7.03 In-Service Activities.

- A. In-service activities are designed to improve the professional growth of all employees. In-service



attendance shall be voluntary unless it is:

- Mandated by the District, State government, or Federal government;
- Required by the site administrator to meet a need for professional growth as documented in the Deliberate Practice Plan, Individual Professional Development Plan, the School Improvement Plan, or in other appropriate documents; or
- Mandated as a condition of employment.

B. ~~When funding is available through grants and special entitlements, for~~ employee training, employees shall be paid \$20 per hour stipend for attending mandated in-service training beyond the contractual teaching day. The District shall provide required in-service training through the Training and Education Center at no cost to the employee. ~~Within 30 days from 02/07/2019 the parties will convene a committee composed of seven members: three appointed from LCTA and three from district administration with the Director for Professional Learning as the chair. The chair will only vote if there is a tie. The committee will conclude its work by May 31, 2019. The committee will develop a compensation plan for in-service trainings. The committee's recommendation shall be presented to the bargaining team for final consent.~~

- C. In-service funds shall be placed in each cost center's budget to support individual employee training requests and other school-based in-service.
- D. No more than two (2) half days of District-wide in-service, as authorized by the Superintendent, shall be held on designated planning days.

7.04 Compensatory Time. Compensatory time shall be granted when the following provisions are met.

A. Earning of Compensatory Time.

1. Compensatory time shall be earned only for duties assigned specifically in advance by the site administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.
3. The nature of employee assignments beyond the scheduled workday, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the Shared Decision-Making Council if such exists at the school, consistent with the provisions of this Contract. Assignments may be revised as needed.
4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, parent-teacher organization meetings and activities, and school open houses.

B. Use of Compensatory Time.

1. Earned compensatory time shall be identified on Skyward with approval from a site administrator and may be used up to 45.0 hours (6 days @ 7.5 hours per day) per school year in lieu of sick or personal charged to sick days. These hours may be used during instructional or non-instructional time. Of those earned hours, 30.0 hours (4 days 7.5 hours per day) may be banked and rolled over to subsequent years.

~~1.2. Previously earned~~ 1.2. Earned compensatory time exceeding the amount stated in section 7.04B1 may only be used with the prior approval of the site administrator on planning days, including pre- and post-planning nonstudent days, at the end of the regular school day after student hours for purposes such as voting or to provide an employee the ability to leave the site on the day immediately preceding an employee holiday, or at such other times when an employee is not assigned student instruction or supervision. An employee may also request the use of personal leave for such purposes under the provisions of Section 16.09.

~~2.3.~~ 2.3. All unused compensatory time, with the exception of bankable hours described in section 7.04B1 will lapse at the end of the annual employee contract year or upon the resignation of the employee.

~~3.4.~~ No monetary reimbursement shall be awarded for compensatory time.

C. Within the first thirty (30) days of the employee contract year, each site administrator shall

provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section. Such plan shall be developed in cooperation with the Shared Decision-Making Council if such exists at the site and a copy of the plan shall be forwarded to the District's supervisors.

7.05 Meetings.

A. Faculty Meetings.

1. Faculty meetings shall be limited to one per month scheduled in advance; however, the Shared Decision-Making Council, if such exists at the site, may call additional meetings. Additional meetings also may be called at the discretion of the site administrator to meet the critical needs of the school or District. In order to minimize the need for additional faculty meetings, the site administrator shall make efficient use of electronic communication to timely disseminate information as well as items requiring employee action.
2. A 72-hour notice shall be provided for any required faculty meeting which extends beyond the standard or extended workday by more than one-half hour, but any required meeting for which the 72 hour notice has not been provided may be extended beyond the additional one-half hour by majority vote of the employees in attendance. Employees who are unable to accommodate a meeting extension beyond one-half hour for which the 72 hour notice has not been provided shall be excused.
3. A site administrator may require attendance at such meetings up to these limits.

B. District Meetings. No required District-level meeting may extend more than two and one-half (2½) hours beyond the student day.

7.06 Rules and Policies.

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

7.07 School Facilities.

- A. A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.
- B. Telephone facilities will be available to employees in each school and facility for school and/or personal use. When an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the site administrator will make efforts to ensure the privacy of the call.
- C. The Board agrees to make a lounge available for employees in each school.
- D. The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.
- E. The District shall provide regular maintenance and inspection of classrooms and other learning areas of each school or site to maintain such facilities in a clean condition and in compliance with applicable safety and health laws, rules, and regulations.
- F. Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, or construction workers. Disruptions through the intercommunication system and other disturbances shall be kept to a minimum.
- G. When making an assignment for vacant, constantly assigned work areas, priority consideration shall first be given to an employee who has worked at the site for one or more years without having constantly assigned space. This assignment shall not have a negative impact on specific programs.
- H. Employees shall be given all keys or other access devices necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys and their operation of security systems in keeping with the procedures as outlined in policy or regulation.



- I. Employees may request that the site administrator issue keys and other access devices prior to the official pre-planning week of each school year to prepare their classrooms for the start of school.
- 7.08 Health and Safety.
  - A. The District shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.
  - B. The site administrator shall make his/her building and grounds as safe as possible and shall be responsible for enforcing all state statutes and rules adopted by the Board. An employee whose physical safety is threatened, either orally or in writing, shall report the occurrence in writing to the site administrator or his/her supervisor within twenty-four (24) hours. The site administrator or supervisor shall take appropriate action.
  - C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facility to their site administrator on appropriate forms as provided. The site administrator will promptly investigate and attempt to have corrected conditions that s/he determines to be hazardous or potentially dangerous. The site administrator shall reply to the concern in writing if the employee's concern is communicated in writing. LCTA may schedule a meeting with site and District representatives under the provisions of Section 2.02 if significant safety and health issues at a site have not been addressed to the satisfaction of employees within a reasonable time after being reported in writing to the site administrator.
  - D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.
  - E. Employees shall not be required to search students but shall promptly report suspicious circumstances to the site administrator for prompt investigation and appropriate response.
- 7.09 Classroom Observations. Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the site administrator and the employee has either consented or been informed at least forty-eight (48) hours in advance excluding weekends and holidays. Such observations shall be no longer than one hour in length. Upon request, a building administrator or designee may be present in the employee's classroom during the entire observation period.
- 7.10 Employees will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.
- 7.11 Supervisory duties for employees who serve two (2) or more schools shall be prorated to the fractional equivalent of employment in each school.
- 7.12 Teachers shall have two (2) weeks to enter grades and shall make every reasonable effort to timely enter their grades in FOCUS. Teachers shall have a minimum of two (2) working days at the end of each grading period to submit grades. Every effort will be made to ensure that no more than 1.5 hours of non-individual planning shall be permitted between marking periods. The last two (2) weeks of the final grading period of the year shall be excluded from the above provisions.
- 7.13 A student's IEP/504 Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of an ~~inclusion-instructional~~ model, provided that the implementation is consistent with the student's IEP/504 Accommodation Plan. It shall be the joint responsibility of the school site and the District to determine and provide for the training needs of employees assigned to teach students with IEPs/504 Accommodation Plans in an inclusion model. Employees who have medically fragile students in their classroom should have appropriately trained personnel accessible at all times. Site administrators ~~should make a reasonable effort to~~ will allow employees who prefer working in the inclusive environment to have the first opportunity for the assignment. Site administrators shall keep class size in an ~~inclusion-instructional~~ model as small as possible consistent with staffing and program needs.
- 7.14 Site administrators shall ~~make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs and/or 504 Plans IAPs. These accommodations may include securing a substitute to~~

enable the employee to prepare these documents during the workday for up to 7.5 hours per month. If a substitute cannot be provided or secured, the employee will be compensated at their hourly rate for time worked outside the standard workday for IEP/504 Plan preparation for up to 7.5 hours per month for an ESE Teacher or up to 10 hours for an OT/PT/SLP/Psychologist for compliance.

- 7.15 Whenever possible, Individual Education Plans (IEP)/504 plan/MTSS/PST meetings should not be scheduled during a student contact time. If such a meeting extends or is scheduled outside of the contracted workday hours, the employee shall be paid at their hourly rate for the entire duration of time that occurs outside of the contracted workdays. Pre-Planning and Post-Planning. Pre-planning shall ordinarily commence five (5) working days prior to the return of students to facilitate classroom preparation and planning for instruction and evaluation. Site administrators shall maximize employee time during pre-planning for the purpose of individual and team preparation and planning. Although it may be appropriate to use some portion of pre-planning or post-planning to accommodate a school's program needs or District, State, and Federal mandates the amount of pre-planning time taken for non-individual, team, department, district, grade-level planning shall not exceed 12 total hours of the pre-planning week. The school may also choose to extend these periods with pay under the provisions in Section 23.01 or, when appropriate, to compensate employees for staff training and development under Sections 7.03B or 21.06.
- 7.16 Professional Courtesy
- A. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory communications, verbal or nonverbal, shall be made by any employee to any employee, especially in the presence of other District employees, students, parents or other visitors. Critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.
- B. No employee shall receive adverse comments from the site administrator, especially in the presence of students or faculty members regarding performance evaluation. All comments regarding an employee's professional performance shall be communicated directly to the employee.