

7.01.A.3 Employee Workday and Workweek

a. Lunch Period. Employees shall have a duty-free lunch period no less than thirty (30) consecutive minutes, ~~equal to the student lunch period in that building. For employees who volunteer to serve lunch duty a duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to provide the equal duty-free time immediately before or immediately after the lunch duties.~~ On planning days, the lunch period shall be one (1) hour.

b. Planning/Preparation Period

(1) All Pre-kindergarten through grade 12 instructional employees in the District shall have at least six (6) hours per week during the workday for the purpose of planning. Every effort will be made to ensure that at least four (4) out of six (6) hours will be reserved for individual planning time weekly. Activities such as team or department planning related to the delivery of instruction are appropriate activities to be carried out during planning time and are not to be considered “duty”. In instances where a site administrator requires an instructional employee to participate in group activities during the teacher’s designated mid-day planning period/time more than two (2) times per week, or the instructional employee is not granted at least six (6) hours of planning during the week, the instructional employee shall be granted Alternative Teacher Compensatory leave, hour for hour, in one-quarter hour increments, as conciliation for missed planning. Transition time shall not be considered a part of planning time. Weeks with less than five (5) full work days will be managed proportionately. Nothing in this provision shall be interpreted to limit the use of planning time before or after school, for the purpose of group activities, provided four (4) of the six (6) hours are reserved for individual planning time weekly.

(i) Alternative Teacher Compensatory leave shall be utilized for the sole purpose of conciliation for missed planning time as specifically outlined in 7.01A3b. Alternative Teacher Compensatory leave shall be tracked in the district-wide leave management system, will be available within thirty (30) days of the event triggering the loss of planning time, and may be utilized in lieu of sick and personal charged to sick, with approval from the site administrator. The District shall provide an Alternative Teacher Compensatory leave submission form within the District platform where submissions, approvals, denials, and usage can be tracked. Alternative Teacher Compensatory leave shall not expire, and will transfer from site to site; however, it shall be limited to no more than 24 hours at any given time, will not be paid out upon termination, resignation or retirement, and is bound by the limitations of Article XVI regarding the amount of time that may be taken.

7.01.A.3.b Employee Workday and Workweek

(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.

7.04 All compensatory time shall be treated as Alternative Teacher Compensatory leave.

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

A. Earning of Compensatory Time

4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, teacher-led parent conferences, ~~parent-teacher organization meetings and activities~~ and school open houses.

7.02 Employee Assignments

C. Assignments beyond the Employee's Workday and Workweek

1. No employee shall be required to stay beyond their scheduled workday or to participate in activities outside their scheduled workweek without being assigned a specific professional duty at their hourly rate of pay unless excluded by 7.04.A.4. Professional duties may include school and district-level assignments such as job-related meetings, committees, conferences, PTA/PTO meetings, and supervisory assignments.
2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty.
3. **Extracurricular Activities.** Employee participation in extracurricular activities after the workday for which **compensation is not provided** shall be strictly voluntary. The site administrator shall take no punitive action related to employee discipline or employee evaluation ratings. The failure to volunteer in extracurricular activities will not impact employee evaluations or reappointment decisions.

F. Lively Technical College

1. Employees who are hired at Lively Technical College understand that they may work a non-traditional schedule based on scheduled programs to include nighttime and/or weekend hours. Instructors understand that they may be asked to work instructional hours not consistent with traditional K-12 scheduled hours. Planning time shall take place on Fridays or the last full day of the week. ~~may be altered and offered to instructors after students scheduled hours or all hours on a singular day.~~ Lively Instructors whose program extends beyond the 196-day teacher contract will be paid hourly for student contact time plus planning time as offered in the traditional schedule.

2. Employee Workweek

a. Instructors at Lively Technical College may work Saturdays and/or evening hours depending on course offerings. Instructors who work days outside the traditional calendar will receive hourly compensation to include student contact time and planning time.

3. Assignments within the workday

a. Instructors at Lively Technical College will be required to teach the multiple courses within their program. Courses are delineated in the program-specific career and technical education frameworks as outlined by the Florida Department of Education and published annually online.

7.03 In-Service Activities

A. In-service activities are designed to improve the professional growth of all employees. In-service attendance shall be voluntary unless it is:

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

B. ~~When funding is available through grants and special entitlements for employee training,~~ Employees shall be paid ~~\$20~~ \$35 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.

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 at the beginning of the year.

7.05 Meetings

A. Faculty Meetings

1. Faculty meetings shall be limited to one (1) per month scheduled in advance; however, the Shared Decision-Making Council, if such exists at the site, may call additional meetings. Additional meetings also may be called at the discretion of the site administrator to meet the critical needs of the school or District. In order to minimize the need for additional faculty meetings, the site administrator shall make efficient use of electronic communication to timely disseminate information as well as items requiring employee action.

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 (1/2) hour, but any required meeting for which the 72-hour notice has not been provided may be extended ~~beyond the~~ an additional one-half (1/2) hour by majority vote of the employees in attendance.

3. Employees who are unable to accommodate a meeting extension beyond one-half (1/2) hour ~~for which the 72-hour notice has not been provided~~ shall be excused without reprisal or a negative evaluation rating.

~~3.~~ 4. A site administrator may require attendance at such meetings up to these limits.

B. District Meetings. No required District-level meeting may extend more than two and one-half (2½) hours beyond the student day. Required meetings shall be compensated at the employee's regular hourly rate per 7.02.C.

7.07 School Facilities

- A. A private room shall be made available in each school for necessary employee conferences after proper arrangements have been made.
- B. Telephone facilities will be available to employees in each school and facility for school and/or personal use. When an employee needs to make a telephone call relating to school business during which confidential information will be discussed, the site administrator will make efforts to ensure the privacy of the call.
- C. The Board agrees to make a lounge available for employees in each school.
- D. The Board agrees to make private restroom facilities available for the use of the faculty and staff where possible.
- E. The District shall provide regular maintenance and inspection of classrooms and other learning areas of each school or site to maintain such facilities in a clean condition and in compliance with applicable safety and health laws, rules, and regulations.
- F. Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, or construction workers. Disruptions through the intercommunication system and other disturbances shall be kept to a minimum.
- G. When making an assignment for vacant, constantly assigned work areas, priority consideration shall first be given to an employee who has worked at the site for one (1) or more years without having constantly assigned space. This assignment shall not have a negative impact on specific programs.
- H. Employees shall be given all keys or other access devices necessary to perform their teaching duties; however, the employees shall accept the responsibility for possession of such keys and their operation of security systems in keeping with the procedures as outlined in policy or regulation.
- I. Employees may request that the site administrator issue keys and other access devices prior to the official pre-planning week of each school year to prepare their classrooms for the start of school.

Discussion regarding the new state law. Sites need to move to a fob system to allow for access to areas.

Additionally, this means access to gates and other areas that are a part of the safety needs of staff and students. If staff and students have to exit a school quickly due to an emergency evacuation, employees should have exit gate access.

7.08 Health and Safety

E. Communication: Employees will be informed before any communication is sent to parents and the public to ensure they are prepared to address any questions. Staff will be notified of important emergency updates via text message and email.

F. All site and District emergency plans will be emailed to the Leon Classroom Teachers Association (LCTA) within the first 15 days of the start of the school year.

G. Natural Disaster/Extreme Weather:

1. The district will notify staff of potential closures or changes due to extreme weather as soon as possible.
2. An administrator or designee (not a member of the bargaining unit) shall be on site when employees are present. If a designee is appointed, employees shall be notified using a District form of communication at the time of the change.
3. Clear guidelines will be established for staff expectations regarding travel in poor weather, leave policies, and procedures for when there is damage or loss of power at home or school.
4. Flexibility, including but not limited to Administrative Leave, will be provided for educators with children at other sites or those facing severe personal impacts from the disaster.

E.H. Employees shall not be required to search students but shall promptly report suspicious circumstances to the site administrator for prompt investigation and appropriate response.

7.10 Classroom Supplies

A. Employees will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.

B. A standard District process for requesting classroom supplies and materials will be provided to ensure needs are met in a timely manner. A District form will be established for educators to request classroom supplies. Requests for supplies shall be responded to within two (2) working days.

C. Florida Teacher Classroom Supply Assistance Program funding shall be provided in the form of a check or automatic deposit. Funds shall be provided to employees no less than one week prior to reporting for the first day of the calendar school year.

7.16 Pre-Planning, Planning Days, and Post-Planning.

A. Pre-planning shall ordinarily commence five (5) working days prior to the return of students to facilitate classroom preparation and planning for instruction and evaluation. Site administrators shall maximize employee time during pre-planning for the purpose of individual and team preparation and planning. Although it may be appropriate to use some portion of pre-planning or post-planning to accommodate a school's program needs or District, State, and Federal mandates, the amount of pre-planning time taken for non-individual activities shall not exceed twelve (12) total hours of the pre-planning week. If pre-planning is other than five (5) days, individual activity time shall be proportional to the five (5) days and twelve (12) total hours. **The site administrator shall provide a schedule for the hours, including all required training, on the first day of pre-planning and communicate it via email.** Any additional meetings called by instructional staff shall be voluntary. Any overages in non-individual activities shall be paid at the hourly rate. Every effort shall be made to hold all non-individual activities within the first two (2) days of pre-planning.

B. Planning Days: Two days of duty free preparation time will be provided between each marking period. One dedicated individual planning day and one dedicated professional development and meeting day will be scheduled each quarter. The professional development schedule will be provided on the first day of preplanning for the school year. Employees of the bargaining unit shall be allowed to plan off-site on the individual planning day between quarters using distance working.

C. Post Planning: No professional development shall take place during post-planning.

D. 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.

7.17 Lesson Plans:

A. Employees shall not be required to submit lesson plans unless they are on a corrective action plan or a Category A1 teacher. Lesson plans will include essential elements such as state standards and ESE accommodations, but they will not require excessive detail, which is burdensome for educators.

B. Employees shall have access to district resources to assist with lesson planning such as lesson banks and artificial intelligence.

C. Employees can choose their lesson plan format.

7.18 Additional Job Duties Due to Staff Vacancy: Only in emergency situations shall employees manage an additional job role beyond their typical daily responsibilities. Employees who undertake additional job duties shall earn double their rate in 1/2 hour increments, rounding up to the next 1/2 hour.

7.19 - Splitting School Classes: Except in the case of an emergency and with consent of the professional employee who would receive students, the students of an absent professional employee shall not be divided and/or placed into the classes of other professional employees.

7.20 - Compensation and Guidelines for Split Classes: When school teachers take students from a split class, the following provisions will apply:

A. Educators will receive additional compensation at a rate of \$50 per day for managing the combined classes.

B. The total number of students in the combined class should not exceed the maximum allowable class size by more than 5 students. If this number is exceeded, additional support staff must be provided.

C. The school administration will provide immediate support, such as a teaching assistant or paraprofessional, to help manage the combined class.

D. Affected educators will be given priority for substitute coverage in future absences to mitigate the impact of combined classes on their workload and instructional quality.

E. Every time combining classes occurs three times, the educator will receive an additional stipend of \$200.

~~7.17~~ 7.21 Professional Courtesy

A. The parties are committed to a work atmosphere characterized by “professional courtesy” and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory communications, verbal or nonverbal, shall be made by any employee to any employee, especially in the presence of other District employees, students, parents or other visitors. Critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.

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

C. If communication from a parent becomes actively in opposition of the teacher or is showing hostility, the teacher may request for administration to intervene, and upon such request, the administrator shall serve as the primary contact point until the teacher feels comfortable resuming direct communication.

8.01 Class size shall not be used as a punitive measure against an employee. Within a given site, the administration shall provide equitable teaching loads to employees ~~teaching identical courses~~, consistent with considerations of scheduling, curriculum, teacher concerns and preferences, student needs and preferences, and physical space constraints.

8.02 Any high school or middle school employee whose assignment consists primarily of student instruction shall have an instructional supervisory load during the student day that does not exceed five (5) hours and fifteen (15) minutes of pupil-teacher contact time and that includes a preparation/conference period. Teachers assigned primarily to traditional instruction shall have no more than three (3) different course preparations; ~~those assigned to use other instructional delivery models such as computerized instruction may have more than three (3) course preparations depending upon the delivery model and what is entailed as a "preparation" under that model.~~ Other high school and middle school employees whose assignments do not consist primarily of instruction (such as guidance counselors and media specialists) shall be provided the opportunity in their normal workday to schedule time in which interaction with students and parents is limited to facilitate planning and preparation. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where such assignments constitute the majority of the employee's assigned duties. Individual employees may agree in writing to instructional supervisory loads that differ from those above.

8.06 Class Size Limitations

A. The calculation of class size shall be based solely on classroom teachers who have rostered students in a traditional classroom setting. A traditional classroom is defined as a physical learning environment where a certified educator provides direct instruction, supervision, and evaluation of a consistent cohort of students, with regular face-to-face interactions and a structured schedule. Non-traditional educators, defined as individuals who do not have rostered students in such a setting, shall not be included in the calculation of class size for the purposes of complying with the requirements set forth in the Florida Constitution. Class size calculations shall consider only those educators directly responsible for the instruction and supervision of students within a traditional classroom environment.

1. For prekindergarten through grade 3, the maximum number of students per classroom teacher shall not exceed 18.

2. For grades 4 through 8, the maximum number of students per classroom teacher shall not exceed 22.

3. For grades 9 through 12, the maximum number of students per classroom teacher shall not exceed 25.

These limits are established to ensure a high quality of education and individual attention to students. Compliance with these limits shall be monitored and enforced in accordance with state regulations and guidelines.

B. In the event that the number of students in a classroom exceeds the state-mandated limits, the following compensation shall be provided to the affected teacher:

1. For each student exceeding the maximum limit in prekindergarten through grade 3, the teacher shall receive an additional \$500 per student per academic year.

2. For each student exceeding the maximum limit in grades 4 through 8, the teacher shall receive an additional \$400 per student per academic year.

3. For each student exceeding the maximum limit in grades 9 through 12, the teacher shall receive an additional \$300 per student per academic year.

This additional compensation is intended to acknowledge the increased workload and responsibility associated with managing a larger class size and to support teachers in providing high-quality education to all students. The compensation shall be disbursed on a prorated basis if the number of students fluctuates throughout the academic year.

C. Students shall not be moved between teachers of record within the quarter to ensure instructional continuity, unless otherwise directed by Article 10.08 or graduation is imminent.

8.07 Teacher Class Size Limitations

When Prep load exceeds 3 course codes as provided by the state	Number of Additional Preps	Alternative Comp Time Provided
Grades 6 - 12	1	.5 Hours of Alternative Comp Time each Week
	2	1 Hour of Alternative Comp Time each Week
	3	2 Hours of Alternative Comp Time each Week

This table applies to ALL classes that sit at a desk and primary instruction is through a book or computer. Including but not limited to core courses, vocational courses, and non-traditional courses.

This also includes combined sections (ex. A level 1 and 2 class in the same period) and various levels of instruction (ex. Honors to Regular to AP of Biology).

Alternative Comp Time is to be given out once a 9 weeks in a cumulative total, comp time earned is not impacted by a teachers time off throughout the year (ex. Maternity leave or illness lasting a week)

8.08 ESE Teacher Caseload Limitations

Caseload Limits Based on Least Restrictive Environment	Number of extra students	Alternative Comp Time Provided
<u>PreK ESE Teachers (Regular class and/or Separate Class):</u> 12	≥ 5	13.5 hours of Alternative Comp Time each 9 weeks limit is exceeded
<u>ESE Teachers Regular Class or Resource Room:</u> 24 students	≥ 5	13.5 hours of Alternative Comp Time each 9 weeks
<u>ESE Teachers Separate Class, Special Day School/Exceptional Education Center, or Other Separate Setting:</u> 16 students as determined by the following weighted system based on Matrix Cost Factor: <ul style="list-style-type: none"> ● 251 shall count as 1 student ● 252 shall count as 1.5 students ● 253 shall count as 2.0 students ● 254 shall count as 2.5 students ● 255 shall count as 3.0 students 	≥ 3 students on the weighted system	18 hours of Alternative Comp Time each 9 weeks

8.09 ESE Service Provider Caseload Limitations

Caseload Limits Per Professional Area (full-time)	Number of extra students	Alternative Comp Time Provided
<p><u>Speech-Language Pathologists</u>: 50 students as determined by the following weighted system based on Matrix Communication Domain Level:</p> <ul style="list-style-type: none"> ● Level 1 shall count as 0 students ● Level 2 shall count as 0.25 student ● Level 3 shall count as 1 student ● Level 4 shall count as 2 students ● Level 5 shall count as 3 students 	<p>≥ 10</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 40</p>
<p><u>Occupational Therapists/Physical Therapists</u>:60 students as determined based on the following weighted system determined by Frequency of Services:</p> <ul style="list-style-type: none"> ● 2 times a week shall count as 2 students ● 1 time a week shall count as 1 student ● 2 times a month shall count as 1 student ● 1 time per month shall count as 0.5 students ● 1 time per quarter shall count as 0.5 students ● Program Support shall count as zero students ● If an OT or PT is assigned to more than 5 schools, one weighted point is added per school to cover travel time between sites. 	<p>≥ 10</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 60</p>
<p><u>School Psychologists</u>: 3 schools, including no more than 1 elementary school</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Social Workers</u>: 3 schools, including no more than 1 elementary school</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Local Assistive Technology Specialist (LATS)</u>: 80 students</p>	<p>≥ 10</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every set of 10 students above 80</p>
<p><u>Program Specialists for Behavior</u>: 2 schools</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>Program Specialist for Compliance</u>: 2 schools</p>	<p>1 school</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks for every additional school added to a caseload assignment</p>
<p><u>All other ESE Service Providers not specifically named here</u>: an equitable workload compared to their cohort, not to exceed 5% of such comparable caseload limits</p>	<p>Greater than 7% difference between comparable caseload limits</p>	<p>13.5 hours of Alternative Comp Time each 9 weeks when the difference between comparable caseloads exceeds 7%</p>